

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD FRANCIS, WESLEY
WON, DENNIS SPEERLY, JOSEPH
SIERCHIO, MICHAEL PLAFKER,
HOWARD YOUNG, and DARRIN
DEGRAND, individually and on
behalf of others similarly situated,

CLASS ACTION

CASE NO.

Plaintiffs,

v.

GENERAL MOTORS, LLC,

Defendant.

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Richard Francis, Wesley Won, Dennis Speerly, Joseph Sierchio, Michael Plafker, Howard Young, and Darrin Degrand, individually and on behalf of all others similarly situated, hereby file suit against the Defendant listed above and allege the following:

INTRODUCTION

1. Plaintiffs and class members purchased or leased new and used vehicles manufactured by General Motors, LLC (“GM”) between 2015 and 2019. Each of these vehicles is equipped with one of two models of eight-speed

automatic transmissions, both manufactured by GM: the GM 8L90 or the 8L45.¹

2. These transmissions have a common defect. Drivers attempting to accelerate or decelerate their cars feel a hesitation, followed by a significant shake, shudder, jerk, clunk, or “hard shift” when the vehicle’s automatic transmission changes gears. Said shudder, shake and hesitation also occurs while the subject vehicles are accelerating in a single gear, and not actively shifting gears. Drivers have reported that the shift is sometimes so violent, they feel as though they have been hit by another vehicle. In fact, one purchaser reported that the transmission shifted from “reverse” to “drive” so harshly that he almost drove through his garage door.

3. The problem (hereafter the “Transmission Defect”) does not merely result in an uncomfortable driving condition. The shuddering, shaking, jerking and hesitation is related to internal issues within the transmission and/or torque converter causing undue friction upon surfaces, and causing hydraulic systems and gears to not function properly, resulting in metal shavings being circulated throughout the transmission. This damage to the transmission and torque converter imposes escalating repairs to consumers, including flushing the transmission of

¹ Vehicles equipped with one of these transmissions (the “Subject Vehicles”) include the 2015-2019 Chevrolet Silverado; the 2017-2019 Chevrolet Colorado; the 2015-2019 Chevrolet Corvette; the 2016-2019 Chevrolet Camaro; the 2015-2017 Cadillac Escalade and Escalade ESV; the 2016-2019 Cadillac ATS, ATS-V, CTS, CT6, and CTS-V; the 2015-2019 GMC Sierra, Yukon, and Yukon XL; the 2015-2017 Yukon Denali and Denali XL; and the 2017-2019 GMC Canyon.

metal shavings caused by the defective transmission operation. Based upon GM's inability to resolve the Defect so far, it appears all consumers will need replacement of transmission components such as the torque converter, valve body, or the entire transmission. As such, the Transmission Defect endangers the drivers and passengers of the vehicles and diminishes the value of the vehicles. It creates uncertainty for drivers of the Subject Vehicles, who cannot rely on their vehicles to operate consistently, reliably, or safely. GM's deliberate non-disclosure of these defects artificially inflated the purchase and lease price for these vehicles.

4. GM has known about the Transmission Defect for years, since right after introduction of the transmission. Since 2015, GM has issued thirteen versions of a "technical service bulletin," or "TSB," related to this shifting issue alone. A TSB is an alert to dealerships, informing them of a potential problem in a GM product and advising them how to address the problem when customers complain to GM dealerships. The TSBs related to the transmission issue have advised dealerships to, among other things:

- Complete the "clutch drive learn procedure;"
- Replace the valve body;
- Flush the cooler lines and cooler;
- Flush the transmission
- Remove debris from and clean the transmission pan;
- Replace the transmission filter;
- replace the transmission fluid; and

- Replace the entire transmission
- Nevertheless, GM has never notified consumers of the Transmission Defect.

5. While the problem is known, the cause of the Defect and the solution to the problem are not. None of GM's suggested repairs have remedied the problem. Some recent repair orders found by Plaintiffs' counsel note that "GM is aware of concern and a release date of late January/February to correct issue." One Plaintiff's repair order noted, "Advised customer GM is aware of concern and a release date of late January/February to correct issue." Another noted, "no repair available until quarter 1 in 2019." But current purchasers and lessees should not have to cross their fingers for a fix, and prospective customers should be told of GM's awareness of a defect. Presently, it appears GM is merely biding time until its warranty expires.

6. GM has not disclosed the Transmission Defect to purchasers or lessees like Plaintiffs at the point of purchase or through advertisements. Such disclosures would have impacted purchase decisions and purchase price. GM's omissions artificially inflated the market price for the Subject Vehicles equipped with defective transmissions. GM could have and should have warned consumers about the Transmission Defect through advertisements, on its website, and through communications from its authorized dealers. However, GM failed to do so.

7. The GM 8L90 and GM 8L45 transmission defect is a latent defect that presents a safety risk to riders, causes damage to components over time, and makes

vehicles equipped with the defective transmissions dangerous and uncomfortable to ride. It makes the Subject Vehicles unfit for their ordinary use of providing safe and reliable transportation. As such, the Transmission Defect presents a breach of the implied warranty of merchantability.

8. GM had knowledge of the Transmission Defect before it sold cars equipped with GM 8L90 or GM 8L45 transmissions. Moreover, GM's warranties were adhesive, and did not permit negotiation, so Plaintiffs had no opportunity to bargain. As such, GM's durational and mileage limitations on its express warranty and the implied warranty of merchantability are unconscionable.

9. Had GM been truthful with Plaintiffs that the Subject Transmissions were unfixable, and that as a result, GM was not able to repair the Subject Transmissions effectively under warranty, Plaintiffs would not have purchased their vehicles, or would not have paid as much as they did.

10. Additionally, because GM concealed and failed to disclose the Transmission Defect, and because GM affirmatively warranted and misrepresented that the Subject Transmissions and their components were free of defects, Plaintiffs did not and could not have discovered the Transmission Defect earlier through reasonable diligence. As a result, Plaintiffs have suffered and continue to suffer substantial damages and should be entitled to the benefits of all tolling and estoppel doctrines.

11. GM's decision to sell the Subject Vehicles without disclosing its

specialized knowledge of the Transmission Defect violates state consumer protection laws.

12. Plaintiffs seek six statewide classes, on behalf of purchasers and lessees of GM vehicles equipped with GM 8L90 or GM 8L45 transmissions purchased within the applicable statute of limitations of the respective state. These states include California, Illinois, Michigan, New Jersey, New York, and Texas. Plaintiffs bring claims under each state's consumer protection statutes, and express and implied warranty law of their respective states of purchase or lease.

PARTIES

13. Plaintiff Richard Francis is a citizen and resident of Michigan, over the age of eighteen years. Plaintiff Francis bought a new 2017 Yukon Denali, manufactured by GM and containing an 8L90 transmission, in August 2017.

14. Plaintiff Wesley Won is a citizen and resident of California, over the age of eighteen years. Plaintiff purchased a 2016 Cadillac Escalade, manufactured by GM and containing an 8L90 transmission, on May 11, 2017.

15. Plaintiff Dennis Speerly is a citizen and resident of Illinois, over the age of eighteen years. Plaintiff Speerly purchased a new 2017 GMC Canyon, manufactured by GM and containing an 8L45 transmission, on or about April 14, 2017.

16. Plaintiff Joseph Sierchio is a citizen and resident of New Jersey, over the age of eighteen years. Plaintiff Sierchio bought a new 2016 Chevrolet Camaro,

manufactured by GM and containing an 8L90 transmission, in July 2016.

17. Plaintiff Michael Plafker is a citizen and resident of New York, over the age of eighteen years. Plaintiff Plafker leased a 2017 GMC Sierra Denali, manufactured by GM and containing an 8L90 transmission, on or about September 8, 2017.

18. Plaintiff Howard Young is a citizen and resident of Texas, over the age of eighteen years. Plaintiff Young bought a new 2015 Chevrolet Corvette, manufactured by GM and containing an 8L90 transmission, on or about May 12, 2015.

19. Plaintiff Darrin Degrand is a citizen and resident of Texas, over the age of eighteen years. Plaintiff Degrand bought a 2018 GMC Canyon, manufactured by GM and containing an 8L45 transmission, in July 2018.

20. Defendant General Motors LLC, (“GM”) is a citizen and resident of Michigan which regularly does business in Florida and all over the United States. GM is headquartered in Delaware, and its principal office is located at 300 Renaissance Center, Detroit, Michigan 48265.

JURISDICTION AND VENUE

21. This Court has jurisdiction for this case pursuant to 28 U.S.C. § 1332(d), as it is a class action for damages that exceed \$5,000,000, exclusive of interest and costs. Because named Plaintiffs are residents of six different states (California, Illinois, Michigan, New Jersey, New York, and Texas), many

members of the classes are from states different from Defendant, who is incorporated in Delaware and headquartered in Michigan.

22. This Court has personal jurisdiction over Defendant because GM is headquartered in Michigan.

23. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to these claims occurred in this district.

FACTUAL ALLEGATIONS

A. GM and the GM 8L45 and GM 8L90 Eight-Speed Automatic Transmissions

24. GM is a designer, manufacturer, marketer, and distributor of cars, trucks, and other passenger vehicles, as well as vehicle parts. GM is the largest American automobile manufacturer and is the tenth largest United States corporation by revenue. GM sells vehicles under a variety of brand names, including Chevrolet, Buick, GMC, and Cadillac. GM sold approximately 9.6 million vehicles in 2017, earning \$145.588 billion in revenue. GM has thousands of official dealerships across the United States, all of which are under GM's control.

25. In late 2014, GM began advertising a new feature for certain models of vehicle: the eight-speed automatic transmission.

26. A vehicle's transmission is an integral component of a vehicle's driveline that channels power from the vehicle's engine to its wheels, resulting in

vehicle movement. It also controls the power distribution of the engine and multiplies the torque of the vehicle's engine across a range of gears. Without a properly functioning transmission, a vehicle's horsepower and torque cannot be used effectively and efficiently to accelerate and stop the vehicle. Moreover, without a properly functioning transmission, a vehicle cannot efficiently convert a vehicle's power into both forward and rearward movement. A transmission aids the driver's ability to adjust the vehicle's speed and distributes power from the engine to different sets of gears inside the transmission, each of which corresponds to a different range of speed. For instance, a driver who wanted his vehicle to move slowly would likely need the transmission to channel the engine's power to a lower set of gears within the transmission corresponding to a lower speed—such as first or second gear. A driver who wanted her vehicle to move faster would need the transmission to deliver more power from the engine to a set of gears corresponding to a higher speed, such as fifth or sixth gear. Automatic transmissions, like the 8-speed transmissions at issue in this case, are intended (and designed) to automatically “change gears,” and/or determine which transmission gear receives power from the engine, without input from the driver. Thus, by automatically shifting gears, an automatic transmission allows a vehicle to accelerate, decelerate, and remain at constant speeds depending upon throttle input from the driver, which keeps the vehicle's speed consistent and controllable.

27. The automatic transmissions at issue also use a torque converter,

which is a fluid-filled coupler between the engine and transmission. The torque converter multiplies the engine's torque depending upon the rotational speed of the engine. In theory, the more sets of gears that are available to receive power from the engine, the more precisely and efficiently a transmission can convert engine power into usable vehicle speed.

28. Prior to 2015, GM-brand vehicles were equipped with 6-speed transmissions. When GM announced that it would begin manufacturing 8-speed transmissions and installing them in GM-brand vehicles, GM advertised that the 8-speed transmissions would be able to distribute power more efficiently than their 6-speed predecessors.

29. GM further touted the eight-speed transmissions' reduced weight, which, combined with the more efficient power distribution, promised to deliver better fuel mileage for drivers.² The eight-speed transmissions came in two models: the GM 8L90 and the GM 8L45.

30. GM also marketed the transmissions to consumers. For example, in an August 20, 2014 press release, GM wrote about the 8-speed transmissions:

“GM's new 8L90 eight-speed automatic represents a rare win-win-win scenario for customers,” said Kavoos Kaveh, global chief engineer for eight-speed automatic transmissions. “It offers greater performance and efficiency, while weighing less than the transmission it replaces. That's a rare accomplishment in the industry today – and one for which GM has been

² <https://gmserviceinsights.com/2015/03/shifting-into-higher-gear-next-generation-8-speed-automatic-transmissions-rolling-out-more-extensively-with-2015-gm-model-year/>.

awarded more than two dozen patents.”

“The Corvette’s new eight-speed automatic delivers the comfort and drivability of a true automatic transmission, as well as lightning-fast shifts and the manual control that enhance the performance-driving experience,” said Kaveh. “It was designed to enhance the driving experience, with performance on par with dual-clutch designs, but without sacrificing refinement.”

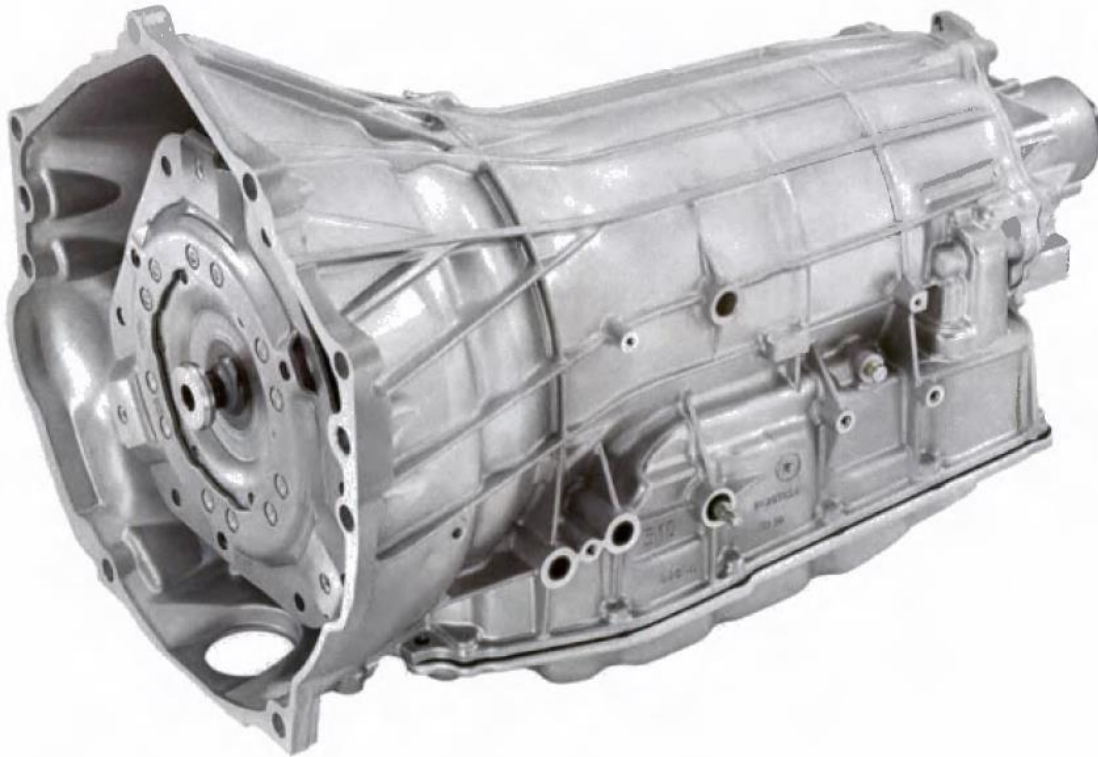
Smaller steps between gears, compared to the previous six-speed automatic (see chart above), keep the engine within the sweet spot of the rpm band, making the most of its horsepower and torque to optimize performance and efficiency. Additionally, a torque converter design with a turbine damper complements performance with excellent refinement at low engine speeds.

31. Similarly, in a March 9, 2015 press release,³ GM wrote:

The new-generation transmission delivers an optimal blend of efficiency, power, performance, durability and NVH suppression that’s never been offered, one uniquely suited to the engines and vehicles with which it will be paired and the demands of 21st-century drivers and advanced automotive engineering.

The March 9, 2015 press release also showed an image of the 8L90 transmission:

³ *Id.*



32. GM viewed the eight-speed automatic transmission as a selling point to many consumers, as it promised more efficient power distribution and manipulability.

33. In a July 27, 2017 press release, GM advertised that the 8L90 transmission had the following features:

- Increased efficiency, up to five percent, over the previous 6-speed model
- A lighter design that fits in the same physical space as a 6-speed
- Integral, die-cast aluminum bell housing for reduced NVH
- Rated turbine torque capacity of 1000 Nm (738 lb·ft)
- VFS control components to monitor clutch pressures with optimum accuracy, producing fast and precise shifts

- Five clutch design that uses three at a time, leaving only two open clutches in each gear state
- A microcontroller that executes instructions at a rate of 120 million per second and wide-open-throttle upshifts up to eight-hundredths of a second quicker than those of the dual-clutch transmission offered in the Porsche 911.⁴

34. GM manufactured and sold several different models of cars and trucks which came equipped with either the 8L90 or 8L45. These include: the 2015-2019 Chevrolet Silverado; the 2017-2019 Chevrolet Colorado; the 2015-2019 Chevrolet Corvette; the 2016-2019 Chevrolet Camaro; the 2015-2019 Cadillac Escalade and Escalade ESV; the 2016-2019 Cadillac ATS, ATS-V, CTS, CT6, and CTS-V; the 2015-2019 GMC Sierra, Yukon, and Yukon XL, and Yukon Denali XL; and the 2017-2019 GMC Canyon. GM has sold hundreds of thousands of these vehicles throughout the United States.

B. Vehicles Equipped with 8L45 or 8L90 Transmissions Came With a GM Warranty

35. Each of the affected vehicles were and/or are covered by GM's Warranty (the "Warranty"), which GM provides directly to the consumer. Each affected vehicle also came with a warranty booklet, explaining the terms of the Warranty. The warranty booklet stated in pertinent parts:

New Vehicle Limited Warranty

Bumper-to-Bumper (Includes Tires).

Coverage is for the first 3 years or 36,000 miles, whichever comes first.

⁴ <https://gmserviceinsights.com/2017/07/gms-8l90-transmission-makes-news-again-as-companys-first-8-speed-reman/>

What Is Covered

Warranty Applies

This warranty is for [GM] vehicles registered in the United States and normally operated in the United States, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

Repairs Covered

The warranty covers repairs to correct any vehicle defect, not slight noise, vibrations, or other normal characteristics of the vehicle due to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new, remanufactured, or refurbished parts.

No Charge

Warranty repairs, including towing, parts, and labor, will be made at no charge.

Obtaining Repairs

To obtain warranty repairs, take the vehicle to a Chevrolet dealer facility within the warranty period and request the needed repairs. Reasonable time must be allowed for the dealer to perform necessary repairs.

Warranty Period

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period. Bumper-to-Bumper Coverage The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under “What Is Covered” and those items listed under “What Is Not Covered” later in this section.

Powertrain Component Warranty Coverage.

Coverage is provided for 5 years or 60,000 miles, whichever comes first.

Transmission/Transaxle Coverage includes: All internally lubricated parts, case, torque converter, mounts, seals, and gaskets as well as any electrical components internal to the transmission/transaxle. Also covered are any actuators directly connected to the

transmission (slave cylinder, etc.). Exclusions: Excluded from the powertrain coverage are transmission cooling lines, hoses, radiator, sensors, wiring, and electrical connectors. Also excluded are the clutch and pressure plate as well as any Transmission Control Module and/or module programming.

Other Terms: This warranty gives you specific legal rights and you may also have other rights which vary from state to state. GM does not authorize any person to create for it any other obligation or liability in connection with these vehicles. Any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of this written warranty. Performance of repairs and needed adjustments is the exclusive remedy under this written warranty or any implied warranty. GM shall not be liable for incidental or consequential damages, such as, but not limited to, lost wages or vehicle rental expenses, resulting from breach of this written warranty.⁵

36. These warranties and representations were and are material to Plaintiffs, as they would not have purchased their vehicles, or would not have paid as much as they did, if their transmissions were not covered by a full warranty.

C. GM 8L90 and GM 8L45 Eight-Speed Automatic Transmissions Suffer from a Common Defect that Causes Unsafe Driving Conditions and Damage to the Transmissions.

37. The Subject Vehicles have a Transmission Defect that endangers the drivers and passengers of the vehicles that use them. Drivers attempting to accelerate or decelerate their cars encounter a hesitation, followed by a significant shake, shudder, jerk, clunk, or “hard shift” when the automatic transmission

⁵ See, e.g., <https://www.chevrolet.com/content/dam/chevrolet/na/us/english/index/owners/warranty/02-pdfs/2018-chevrolet-limited-warranty-and-owner-assistance-information.pdf>, at 2, 3, 5, and 13.

changes the vehicles' gears.

38. Drivers have reported that the shift is sometimes so violent, they feel as though they have been hit by another vehicle. Many drivers have reported that, when they try to accelerate into traffic, their vehicles hesitate and then abruptly jerk into gear, creating a traffic safety hazard. Other drivers have reported that the transmission shifts gears so hard that it slams the car forward, leading drivers to believe they have been rear-ended. At least one consumer has complained that the transmission shifted from "reverse" to "drive" so harshly that he almost drove through his garage door.

39. In addition to creating dangerous uncertainty for drivers, the hard-shifting defect in the eight-speed transmissions wears away at the components of the transmissions, wearing them out prematurely.

D. GM Was Aware of the Transmission Defect Through Extensive Customer Complaints on the National Highway Traffic Safety Administration Website

40. Besides whatever internal testing GM likely conducted, GM must have learned of the Transmission Defect through customer complaints. These include extensive complaints on the National Highway Traffic Safety Administration ("NHTSA") website.

41. NHTSA is the federal agency responsible for ensuring safe roadways and enforcing federal motor vehicle safety standards.⁶ Consumers may file vehicle

⁶ <https://www.nhtsa.gov/about-nhtsa>, last accessed November 30, 2018.

safety-related complaints through the NHTSA website, where they are logged and published. They may be sorted by make, model, and year of vehicle. Upon information and belief, GM and/or GM personnel would review NHTSA's website for complaints.

42. A search for "2015 Chevrolet Silverado" on the NHTSA website yields a number of complaints from consumers experiencing the transmission defect.⁷ For instance:

A consumer in **West Frankfort, IL** wrote on **November 20, 2015**:

TRANSMISSION CANNOT FIND GEARS WHEN COASTING OR SLOWING DOWN AND THEN HITTING ACCELERATOR. VERY DANGEROUS WHEN IT HESITATES FOR SECONDS BEFORE FINDING THE RIGHT GEAR AND GOING, OR IT STAYS IN TOO HIGH OF A GEAR INSTEAD OF DOWNSHIFTING TO ACCELERATE AND RATTLES. HAPPENS EVERY TIME I DRIVE THE TRUCK, AND MANY OTHER PEOPLE HAVE THE SAME ISSUE. GM DOESN'T CARE!

43. A search for "2017 Chevrolet Camaro" on the NHTSA website yields a number of complaints from consumers experiencing the transmission defect.⁸ For instance:

a) A consumer in Ocala, FL wrote on November 1, 2018:

MY CAR HAS BEEN HAVING A LOT OF VIBRATIONS, SPUTTERING, RUMBLING WHILE DRIVING. ESPECIALLY WHEN

7

<https://www.nhtsa.gov/vehicle/2015/CHEVROLET/SILVERADO%2525202500/PU%25252FCC/4WD#complaints>, last accessed March 16, 2019.

8

<https://www.nhtsa.gov/vehicle/2017/CHEVROLET/CAMARO/2%252520DR/RWD#complaints>, last accessed March 16, 2019.

SPEEDING UP. IT HAPPENS WHILE IN CRUISE CONTROL ALSO. I TOOK IT TO BE SERVICED AND THEY SAID IT WAS THE TORQUE CONVERTER. THEY FLUSHED THE SYSTEM AND SAID IT SHOULD CLEAR UP AFTER 200 MILES WITH THE NEW FLUID THEY REPLACED. I TOOK IT BACK BECAUSE IT HAS BEEN OVER 500 MILES AND IS STILL HAPPENING. I WAS TOLD ALL THEY CAN DO IS REPLACE THE FLUID AGAIN FOR NOW UNTIL THEY FIX THE PROBLEM. WHY ARE THEY NOT ABLE TO REPLACE THE TORQUE CONVERTER NOW BEFORE IT CAUSES MORE INTENSIVE DAMAGE? I AM AFRAID AS IT GETS WORSE I WILL BE BROKEN DOWN ON THE SIDE OF THE ROAD WITH A CAR THAT IS IN WORSE REPAIR THAN IT SHOULD BE.

b) A consumer in **Halton City, TX** wrote on **February 2, 2019**:

HARD SHIFTS BETWEEN 1ST & 2ND GEAR VIBRATION BETWEEN 1500 & 1800 RPM. THIS CAR HAS ACTIVE FUEL MANAGEMENT VIBRATION SEEMS TO HAPPEN WORSE WHEN IN 4 CYLINDER MODE. GM IS AWARE OF THE ISSUE AND KEEPS PROMISING A FIX WHICH HAS YET TO BE RELEASED. BLAME IT ON FLUID IN TRANSMISSION.

44. A search for “2017 Yukon Denali” on the NHTSA website yields complaints from consumers experiencing the transmission defect.⁹ For instance:

a) A consumer in **Newport Coast, CA** wrote on **September 22, 2018**:

SHUDDER UNDER LIGHT, CONSTANT ACCELERATION AT 35MPH TO 55MPH, RPM UNDER 1,500. UPHILL GRADE IT IS ACCENTUATED. SHUDDER OCCURS FOR 1 SECOND ACROSS WHOLE VEHICLE, REOCCURS EVERY FEW SECONDS AT A CONSTANT INTERVAL. SEEMS TO BE SAME ISSUE WITH ALL 8L90 TRANSMISSIONS FROM GM/CHEVY/CADI.

45. A search for “2016 Cadillac Escalade” on the NHTSA website yields

9

<https://www.nhtsa.gov/vehicle/2017/GMC/YUKON%252520DENALI/SUV/RWD>, last accessed April 1, 2019.

a number of complaints from consumers experiencing the transmission defect.¹⁰

For instance:

a) A consumer in **Milford, CT wrote on June 27, 2016:**

VEHICLE EXHIBITS A CONSTANT VIBRATION AT SPEEDS BETWEEN 35 MPH AND 75 MPH. VIBRATION IS NOT ROAD RELATED, IT IS A CONSTANT, STEADY VIBRATION REGARDLESS OF ROAD CONDITIONS, BEST DESCRIBED AS IF THE VEHICLE WAS DRIVING OVER CORDUROY. THERE IS ALSO A STEADY "BUFFETING" NOISE COMING FROM THE CABIN OF THE VEHICLE AT SPEEDS BETWEEN 55 MPH AND 70MPH.

VEHICLE WAS BROUGHT TO INDEPENDENT TIRE SHOP (BY ME) TO HAVE WHEELS AND TIRES ROAD FORCE BALANCED. REPORT WAS PROVIDED, ALL IN SPEC AND VIBRATION IS STILL PRESENT.

CURRENTLY, THERE IS A "OPEN TICKET" ON THE VEHICLE AT THE CADILLAC DEALERSHIP AWAITING A "GM ENGINEER" TO VERIFY THE VIBRATION. AS A RESULT, I DO NOT HAVE A COPY OF THE LATEST INVOICE VERIFYING THE SERVICE VISIT. THE VEHICLE CURRENTLY HAS 2000 MILES ON IT, THE VIBRATIONS WERE PRESENT SINE NEW AND SEEM TO BE GETTING WORSE.

b) A consumer in **Laredo, TX wrote on February 25, 2017:**

THE GEARS SHIFT ABRUPTLY. WHEN TAKING OFF THE GEARS WILL SHIFT HARD THAT IT FEELS AS IF SOMETHING HEAVY IS DROPPING IN THE ENGINE. TOOK VEHICLE TO DEALERSHIP THREE TIMES WITH SAME PROBLEM. TOMORROW WILL BE FOURTH TIME WITH SAME ABRUPT SHIFTING PROBLEM FOR A TOTAL OF 4 TIMES. AFTER DEALERSHIP TRIES TO FIX IT IT OPERATES WELL FOR ABOUT TWO TO THREE MONTHS AND THEN THE PROBLEM STARTS AGAIN. ALSO, THE VEHICLE HAS LOST ALL POWER TWICE NOW, BATTERY DEAD, DEAD, DEAD. WHEN ATTEMPTING TO TURN ON THE LIGHTS BLINK QUICKLY,

¹⁰

<https://www.nhtsa.gov/vehicle/2017/GMC/YUKON%252520DENALI/SUV/RWD>, last accessed April 1, 2019.

MULTIPLE TIMES BUT IT DOES NOT HAVE ENOUGH POWER TO TURN ON. THIS ESCALADE WAS 94,000 TOTAL AND IT IS NOT A QUALITY VEHICLE! ROUGH RIDE WITH TRANSMISSION KICKING IN SO ROUGH!!!

c) A consumer in **Lexington, MA** wrote on **September 13, 2018**:

KNOWN TRANSMISSION ISSUE WHICH CAUSES THE VEHICLE TO TO BUCK AND SURGE WHEN YOU PULL UP TO TA STOP LIGHT, STOP SIGN, ON HIGHWAY, OR IN TRAFFIC. EXTREMELY DANGEROUS. DEALER STATES THAT THIS IS A KNOWN CONDITION WITH NO FIX. DEALER DESCRIBES ISSUES WITH SOME VEHICLES WORSE THAN OTHERS. GENERAL MANAGER OF COLONIAL CADILLAC WOBURN MA 781-935-7000 (BRET DOUGLAS) STATES THAT HE HAS DRIVEN VEHICLES WITH SAME ISSUES AND THERE IS NO FIX. IT WAS CORRECTED IN THE 2018 VEHICLES BY GOING TO A 10 SPEED TRANSMISSION. OUR VEHICLE HAS BEEN IN FOR SERVICE MULTIPLE TIMES WITHOUT ANY SUCCESS IN A REPAIR. WE ARE AFRAID TO DRIVE THE VEHICLE AS IT SURGES FORWARD AT ANY GIVEN MOMENT. CONTACTED CADILLAC AND THEY ARE UNWILLING TO DO ANYTHING TO HELP WITH THE ISSUE. THEY ARE CONCERNED THAT THIS WOULD START THEM DOWN A SLIPPERY SLOPE FOR REPAIRING MANY 2015,16,17'S THAT HAVE THE SAME ISSUE. YOU ONLY HAVE TO GOOGLE THE ISSUE TO SEE THAT MANY GM OWNERS ARE DEALING WITH THIS SAME ISSUE. THIS IS A SAFETY ISSUE THAT NEEDS TO HAVE A RESOLUTION. SOMEONE IS GOING TO GET SERIOUSLY INJURED OR KILLED AS A RESULT OF THIS TRANSMISSION ISSUE. PLEASE HELP

d) A consumer in **Jasper, GA** wrote on **September 27, 2018**:

FROM A COLD START, WHEN TAKING VEHICLE OUT OF PARK AND INTO REVERSE, THE VEHICLE WILL SURGE OR BUCK PRIOR TO APPLYING THE ACCELERATOR. THIS HAPPENS ABOUT 1/4 OF THE DRIVE TIME. WHEN ACCELERATING AND THEN COMING TO A COAST AND BACK TO ACCELERATING, THE CAR WILL BUCK. THIS HAPPENS ABOUT 1/2 OF THE DRIVE TIME. FROM A COLD START, REVERSE, DRIVE, ACCELERATE TO 1MPH WHILE MAKING A SLIGHT RIGHT TURN OUT OF MY DRIVEWAY, THE VEHICLE BUCKS. THIS HAPPENS ABOUT 3/4 OF THE DRIVE TIME.

e) A consumer in **Brunswick, MD** wrote on **October 5, 2018**:

SHUDDER / VIBRATION BETWEEN 45 - 65 MPH. CAUSE WAS TORQUE CONVERTER. 85 - 90% OF VIBRATION WAS MITIGATED. CONTINUE TO HAVE STEADY VIBRATIONS 65 -70MPH AND ABOVE. DEALER ALSO INSTALLED NEW TIRES / WHEELS AND I HAVE HAD A ROAD FORCE BALANCE.

f) A consumer in **Arlington, VA** wrote on **February 9, 2019**:

TRANSMISSION STARTED SLIPPING AT 50K MILES.

SINCE I AM IN THE TRANSPORTATION SERVICE INDUSTRY, I KNOW MANY PEOPLE THAT HAVE TRANSMISSION ISSUES ON ESCALADES.

46. A search for “2017 GMC Canyon” on the NHTSA website yields a number of complaints from consumers experiencing the transmission defect.¹¹ For instance:

a) A consumer in **Norman, OK** wrote on **February 5, 2018**:

THE GMC 2017 CANYON VIBRATES AT HIGHWAY SPEED 60MPH TO 70MPH. THE 2ND DAY AFTER I BOUGHT IT TOOK IT ON LONG TRIP FOUND IT HAD VIBRATION PROBLEMS. AFTER TAKING IT TO THE DEALERSHIP FOR TIRE BALANCE TWICE REPLACED FRONT WHEEL BEARING THEN TRANSMISSION FLUSH. THEN AFTER TRANSMISSION FLUSH HAD VIBRATION BETWEEN 40-45 THEY SAID IT WAS NORMAL THAT THERE WAS NOTHING ELSE THEY COULD DO. DUE TO VIBRATIONS OVER TIME THIS CONCERNS ME. FOR BEING STRANDED OR WORSE CAUSING AN ACCIDENT FROM SOMETHING COMING LOOSE. I’VE ALREADY HAD TO TIGHTEN UP MY SPARE TIRE. I BOUGHT THIS PICKUP FOR LONG TRIPS SINCE I’VE RETIRED. LIKE THE ONE MY WIFE AND I ARE GOING ON IN JUNE OF THIS YEAR. I ALSO FEEL IF

11

<https://www.nhtsa.gov/vehicle/2017/GMC/CANYON/PU%25252FEC/4WD>, last accessed March 12, 2019.

THERE GOING TO SELL CRAP LIKE THIS THEY NEED TO PUT THE VIBRATION ISSUES ON THE ACCESSORY `LIST SO BUYERS WILL HAVE THE OPTION WHETHER TO BUY OR NOT. I WOULD HAVE NOT BOUGHT A \$40,000.00 VIBRATOR!!

b) Another consumer wrote on **August 1, 2018**:

TRANSMISSION BEGAN SHIFTING HARD. BEFORE LONG WHOLE TRUCK RATTLED WHEN SHIFTING. ALMOST A GRINDING SOUND. CHEVY DIAGNOSED TORQUE CONVERTER HAS GONE BAD. BACK ORDERED FOR 2 WEEKS.

A consumer in **Vero Beach, FL** wrote on **December 31, 2018**:

TORQUE CONVERTER FAILS AT 12000 MILES FOR MANY. THERE IS A GMC NOTICE OUT SINCE 2016. MINE FAILED AT 16000 MILES AND THE ONE THEY REPLACED WILL LIKELY FAIL AGAIN IN ANOTHER 16K MILES. THIS IS BAD. I NOTICED IT WHEN I PRESSED ON THE ACCELERATOR AND AS I INCREASED SPEED UP TO 45 MPH. IT RATTLED AND ROCKED BADLY. THE GMC REPAIRMAN SAID, "YEAP.....EVER SINCE 2016 ALL THESE DAMN TORQUE CONVERTERS HAVE BEEN FAILING IN THE CANYONS AND COLORADOS BECAUSE GM AND CHEVY CHANGED THE SIZE AND STRENGTH OF THE METAL USED IN ORDER TO REDUCE THE WEIGHT OF TRHE VEHICLE. WE WILL REPLACE IT, BUT I CAN ASSURE YOU IT WILL FAIL AGAIN AND YOU'LL HAVE TO BRING IT BACK TO USE FOR CHANGE OUT AGAIN." WOW....WHAT A BUNCH OF CRAP.

47. A search for “2016 Chevrolet Camaro” on the NHTSA website yields a number of complaints from consumers experiencing the transmission defect.¹²

For instance:

a) A consumer in **Pelham, AL** wrote on **February 27, 2019**:

WHEN DRIVING, THE VEHICLE WILL VIBRATE/SHUDDER PERIODICALLY. WHEN PULLING INTO TRAFFIC,

¹² <https://www.nhtsa.gov/vehicle/2016/CHEVROLET/CAMARO/C/RWD>, last accessed March 12, 2019.

SOMETIMES IT DOES NOT SHIFT PROPERLY AND PRESENTS A DANGER. THE DEALER FLUSHED THE TRANSMISSION FLUID RECENTLY, BUT IT IS STARTING TO HAPPEN AGAIN.

- b) A consumer in **Hendersonville, NC wrote on January 17, 2019:**

ISSUE 1 - 8 SPEED AUTOMATIC TRANSMISSION IS SHIFTING HARD BETWEEN GEARS AND ALSO HAS A SHUTTER AT LOW ENGINE RPM BETWEEN 1200 TO 1500 RPM. THE SHUTTER WILL OCCUR IN MOST GEARS. ESPECIALLY NOTICEABLE WHEN USING CRUISE CONTROL. IT HAPPENS IN ALL ROADS IN ALL CONDITIONS AND AT VARIOUS SPEEDS + GEAR...

- c) A consumer in **Windsor Locks, CT wrote on November 20, 2018:**

THE 8 SPEED AUTOMATIC TRANSMISSION HAS A SHUTTER AT LOW ENGINE RPM BETWEEN 1200 TO 1500 RPM. THE SHUTTER WILL OCCUR IN 2ND, 3RD, 4TH, 5TH, AND 6TH GEAR WHEN ENGINE RPM IS 1200 TO 1500. THE VEHICLE HAS 10,000 MILES ON IT. THIS HAPPENS ON OPEN ROADS IN ALL CONDITIONS AND AT VARIOUS SPEEDS + GEAR.

- d) A consumer in **Anderson, SC wrote on August 25, 2018:**

WHEN YOU GOING DOWN THE ROAD TRANSMISSION 7/8 GEAR SHUTTERS LIKE IT'S SLIPPING

- e) A consumer in **Temple Hills, MD wrote on March 19, 2018:**

I BOUGHT MY CAR IN SEPT. 2016 AFTER THE FIRST COUPLE OF MONTHS AT RANDOM TIMES THE TRANSMISSION MAKES A BOOM SOUND WHEN SLOWING DOWN FROM SPEEDS OVER 55 MPH OR DURING ACCELERATION FROM STOP AND GO RUSH HOUR TRAFFIC IT'S AS IF THE TRANSMISSION HAS TO CATCH UP WITH THE ACCELERATOR. I GET MONTHLY DIAGNOSTICS AND NOTHING SHOWS UP AS AN ISSUE.

48. A search for “2017 Chevrolet Silverado” on the NHTSA website

yields a significant number of complaints from consumers experiencing the transmission defect.¹³ For instance:

a) A consumer in **Elk River, MN wrote on July 20, 2018:**

8 SPEED TRANSMISSION CLUNKS WHEN SHIFTING INTO 2 GEAR AND AT TIMES FEELS LIKE YOU GOT REAR ENDED. WHEN IT DOWN SHIFTS INTO THE LOWER GEARS ITS ALSO CLUNKS AND IS NOT SMOOTH. THIS IS HAPPENING WHEN GOING AT SLOW SPEEDS AND IS WORSE AFTER A COLD START. THE VEHICLE SHIFTS FINE AT HWY SPEEDS. I HAVE ALREADY BROUGHT IT TO THE DEALERSHIP TWICE AND PROBLEM IS STILL THERE. TALKING TO OTHER PEOPLE WITH GM 8 SPEED TRANSMISSION AND THEY ARE HAVING THE SAME ISSUE. 8 SPEED TRANSMISSION NEEDS RECALL.POSSIBLY TORQUE CONVERTER.

b) A consumer in **Coalton, WV wrote on July 18, 2018:**

ENGINE HESITATION, OR MISFIRING. JERKING, OR TRANSMISSION SHUTTERING WHEN ENGINE IS AT LOW RPM AND ON INCLINE. (I.E. WHEN TRAVELING ABOUT 45MPH AND START UP A HILL, THE RPM'S ARE ABOUT 1300 AND THE TRANSMISSION DOESN'T GEAR DOWN, SO IT STARTS SHUTTERING UNTIL YOU GIVE IT MORE ACCELERATION THAN USUAL.) AFTER DEALING WITH THIS ISSUE FOR NEARLY 8 MONTHS AND 15K MILES, I BELIEVE THIS SAFETY ISSUE SHOULD BE RECALLED. DEALER ORIGINALLY ACKNOWLEDGE THE PROBLEM BUT WAS UNSURE OF THE CAUSE. AFTER 5 REPAIR ATTEMPTS THE DEALER SAY THEY CAN'T DUPLICATE AND THE VEHICLE PERFORMS AS DESIGNED.

c) A consumer in **Clovis, CA wrote on May 9, 2018:**

TRANSMISSION ABRUPTLY SHIFTING. FEEL LIKE THE TRUCK IS BEING HIT BY ANOTHER VEHICLE. I DON'T

13

<https://www.nhtsa.gov/vehicle/2017/CHEVROLET/SILVERADO%2525201500/P%25252FCC/4WD>, last accessed November 30, 2018.

KNOW WHEN IT'S GONNA DO IT BUT WHEN IT DOES, ITS SCARY. THE OTHER DAY WHILE TRYING TO BACK UP INTO MY DRIVE WAY, THE WOULD NOT MOVE WHEN I PUSHED ON THE PEDAL. THEN ON IT'S OWN, THE TRUCK BURNED RUBBER BACKWARDS WHEN I TOOK MY FOOT OFF OF THE GAS PEDAL. I ALMOST DROVE INTO MY GARAGE! THIS TRUCK IS NOT SAFE AND NEEDS TO BE REMOVED FROM SERVICE! THIS IS AN ONGOING PROBLEM THAT YOU NEVER KNOW WHEN IT'S GOING TO HAPPEN DURING YOU DRIVE.

d) A consumer in **Morgantown, PA wrote on March 27, 2018:**

VEHICLE HESITATION AND SURGES IN ACCELERATION. THIS CONDITION IS A SAFETY ISSUE AS IT HESISTATES PULLING INTO TRAFFIC, SURGES IN ACCELERATION HAVE CAUSED LOSS OF TIRE TRACTION ON ICE COVERED ROADWAYS NEARLY RESULTING IN A COLLISION. DEALERS HAVE ACKNOWLEDGED AN ISSUE BUT ADVISE THEY ARE STILL WAITING ON A FIX FROM GM.

e) A consumer in **Sophia, NC wrote on March 22, 2018:**

PURCHASED MY 17 CHEVROLET SILVERADO 1500 ON 11/28/17 AND RETURNED IT TO THE DEALERSHIP ON 12/1/17. THIS WAS DUE TO A SEVERE SHUDDERING & SHIFTING IN THE TRANSMISSION & SEVERE SHAKE IN THE FRONT END AT 70-90MPH. THEY BALANCED & ROTATED THE TIRES, SAYING THE ISSUE WAS FIXED, I PICKED THE VEHICLE BACK UP ON 12/4/17 BUT THE ISSUE WAS NOT FIXED & AN ELECTRICAL ISSUE HAD ALSO OCCURRED. I TOOK THE VEHICLE BACK ON 12/7 /18 WITH THE SAME COMPLAINTS REGARDING THE TRANSMISSION & SHAKING IN THE FRONT END, AS WELL AS THE ELECTRICAL ISSUE. THE DEALERSHIP CALLED ME ON 12/8/17, TOLD ME THEY HAD BEEN UNABLE TO DUPLICATE THE ISSUES, FINDING NOTHING WRONG. I LEFT IT OVER THE WEEKEND, WENT IN MONDAY MORNING & SPOKE TO THE SERVICE MANAGER DIRECTLY. HE TOLD ME HE HAD PURCHASED THE SAME VEHICLE WITH THE SAME TRANSMISSION ISSUES. SAID THERE WAS A POSSIBLE FIX BY EXCHANGING THE TRANSMISSION FLUID & THEY WOULD

USE A NEW MACHINE PICO TO CHECK IT OUT. THEY HAD TO REPLACE THE TORQUE CONVERTER DUE TO MALFUNCTIONING & PERFORM A PROGRAMMING MODULE UPDATE ON RADIO, I PICKED IT UP ON 12/22/17, ISSUE WITH THE TRANSMISSION WAS STILL NOT RESOLVED. I TOOK IT TO A DIFFERENT DEALERSHIP FOR TRANSMISSION SHUDDER, SHIFT & SHAKE ISSUE MOST NOTICEABLE AT 70-90MPH, & RADIO ISSUE. THEY WERE ADVISED TO PERFORM A MODULE UPDATE ON THE TRANSMISSION & GIVEN 2 OPTIONS ON THE RADIO, THEY CHOSE TO REPLACE THE SCREEN. I TOOK IT BACK TO THAT SAME DEALERSHIP, MODULE UPDATE MADE TRANSMISSION/FRONT END ISSUE WORSE, ESPECIALLY COMING OUT OF A CURVE. THEY'VE REPLACED MY 2 BACK TIRES SAID THEY WERE BAD & SHOULD FIX THE SHAKING ISSUE IN THE FRONT END. UNABLE TO DUPLICATE TRANSMISSION ISSUES THUS THEY CANNOT REPAIR IT. OWNERS WITH THE SAME ISSUES ARE BEING TOLD GM KNOWS BUT CAN'T FIX TRANSMISSION ISSUE.

f) A consumer in **Parker, CO** wrote on **February 27, 2018**:

TRUCK EXHIBITS A ROUGH IDLE AFTER TRUCK IS DRIVEN AND WARM. IDLE CAUSES TEH TRUCK TO SHAKE AND FEELS LIKE IT WILL DIE AT STOPS. RPM DROPS BELOW 300 RPM THEN GOES BACK TO 490 RPM. IN ADDITION THE TRUCK WILL START TO SHAKE AND VIBRATE AT HIGHWAY SPEEDS OF 75-80 MPH. GMC SERVICE PERFORMED TSB CHANGING OUR ENGINE MOUNTS BUT THAT HAS NOT FIXED THE ISSUE. THIS IS A KNOWN ISSUE ON SILVERADOS AND NO FIX IN SITE. CONCERNED WITH SEAT VIBRATION THIS IS A SAFETY ISSUE DUE TO POTENTIAL DRIVE TRAIN PART FAILURE.

g) A consumer in **Edmond, OK** wrote on **February 26, 2018**:

8 SPEED TRANSMISSION SHIFT VERY ROUGH FROM 1-2 AND 2-1 GEARS, FREQUENTLY HESITATES, MAKES CLUNKING SOUND. HAVE TAKEN IT TO GM DEALER AND AM INFORMED THAT YES, THAT'S THE WAY THE 8 SPEEDS ARE. THIS IS A \$50K+ TRUCK. THIS TRANSMISSION ISSUE

CAUSES AND CAN CAUSE HESITATION WHEN NEEDING TO ACCELERATE, THUS CREATING A SAFETY HAZARD.

h) A consumer in **Suwanee, GA**, wrote on **February 13, 2018**:

TRANSMISSION SHIFTS HARD AND VEHICLE SURGES AT LOW SPEED WITH ACCOMPANING "CLUNK". PROBLEM OCCURS IN BOTH UPSHIFT AND DOWN SHIFT. DEALER INFORMS ME THAT IS A "LEARNING" CURVE FOR VEHICLE TO UNDERSTAND MY DRIVING HABITS. HOWEVER I SEE ON SEVERAL AUTOMOTIVE FORUMS THAT THIS HAS BEEN AN ISSUE FOR SOME TIME AND HAS YET TO BE RESOLVED.

i) A consumer in **Iron Mountain, MI** wrote on **February 1, 2018**:

THE CONTACT OWNS A 2017 CHEVROLET SILVERADO 1500. WHILE DRIVING 25 MPH, THE VEHICLE SHIFTED HARD FROM FIRST TO SECOND GEAR. THE FAILURE OCCURRED EVERYDAY SINCE THE VEHICLE WAS PURCHASED IN APRIL OF 2017. THE VEHICLE WAS TAKEN TO O'REILLY CHEVROLET (6160 E BROADWAY BLVD, TUCSON, AZ 85711) WHERE IT WAS DIAGNOSED THAT THE TRANSMISSION CONTROL MODULE FAILED. THE DEALER REPROGRAMMED THE TRANSMISSION, WHICH FAILED TO REMEDY THE FAILURE. THE VEHICLE WAS BROUGHT BACK TO THE DEALER AND THE VALVE BODY FOR THE TRANSMISSION WAS REPLACED AND THE TRANSMISSION FLUID WAS CHANGED. THE FAILURE RECURRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURES. THE FAILURE MILEAGE WAS 16,000.

j) A consumer in **Temple Hills, MD** wrote on **January 6, 2018**:

NOTICED AFTER PURCHASE THAT THERE IS VIBRATION LIKE A BAD TIRE 35-42 MPH.

VIBRATION FELT IN SEAT, CONSOLE AND STEERING WHEEL 58-65 MPH. TRANSMISSION DOWN SHIFTS HARD SOMETIMES FEELS LIKE BEING BUMPED FROM BEHIND, IT ALSO HESITATES AND JERKS AFTER LETTING OFF THE

ACCELERATOR AND ACCELERATING AGAIN BETWEEN 25-45 MPH.

WHEN ACCELERATING IT SURGES, JERKS AND STUMBLES. SOMETIMES WHEN ACCELERATING THE TRANSMISSION DOWNSHIFTS AND HANGS IN THAT GEAR UNTIL YOU LET OFF THE ACCELERATOR.

UNDER HEAVY ACCELERATION THERE IS VIBRATION IN THE POWER TRAIN AND THE TRANSMISSION SEEM NOISY. AT 25 MPH IT SHUTTERS LIKE THE TRANSMISSION IS IN TO HIGH OF A GEAR UNDER LIGHT ACCELERATION.

RETURNED TO WALDORF CHEVROLET WHERE I PURCHASED IT AND WAS TOLD THEY BALANCED 2 TIRES AND RESET THE ROAD FORCE. SCANNED TRANSMISSION NO CODES TRANSMISSION OK AFTER SHOP FOREMAN ROAD TESTED FOR 21 MILES NO OTHER REPAIRS NEEDED.

PICKED IT UP DRIVING HOME NOTICED ALL THE PROBLEMS WERE STILL THERE AND AFTER INSPECTION OF MY WHEELS NOTICED THAT THE WHEELS WERE BALANCED STILL HAD THE OLD WEIGHTS STILL ON THE WHEELS WITH NEW WEIGHTS ALSO.

MADE ANOTHER APPOINTMENT THIS TIME TO HAVE SHOP FOREMAN (RICK) RIDE WITH ME TO SHOW HIM WHAT IT WAS DOING WHICH WE DID AND LEFT MY TRUCK AGAIN.

AFTER 8 DAYS I AM TOLD IT WAS READY I WAS TOLD THEY DID A PICO SCOPE TEST AND THE DRIVESHAFT WAS BEING REPLACED THEN ONLY TESTED IT WAS OK. CHECKED RUN OUT ON FLANGES ALL WITHIN SPECS. FOUND THE RIGHT REAR TIRE BAD. THEY PUT STEEL WHEEL FROM ANOTHER TRUCK ON AND ROAD TESTED WITH NO CHANGE. THEY DROVE ANOTHER TRUCK AND IT RIDES THE SAME. EVEN HAS THE SHUTTERS ON HARD ACCELERATION. SAID THEY CALLED GM TAC BACK AND THEY DONT SEE A PROBLEM WITH THIS.

WRITTEN DOCUMENTS BE SENT VIA MAIL.

MADE ANOTHER APPOINTMENT

k) A consumer in **Kerman, CA** wrote on **October 27, 2017**:

TRANSMISSION ON MY NEW 2016 Z71 LT 4X4 JUMPS INTO LOW GEAR WHEN SLOWING DOWN. I TOOK IT TO THE DEALERSHIP MULTIPLE TIMES, BUT KEEP GETTING TOLD IT SHIFTS FINE. TOOK IT AGAIN AND HAD A MANAGER DRIVE THE TRUCK WITH ME INSIDE AND AGREED THE TRANSMISSION WAS NOT GETTING INTO GEAR IN A NORMAL WAY. TOOK IT BACK TO GET IT FIXED AND WAS TOLD TRANSMISSION IS FINE. I NEED THIS FIXED OR I WILL BE RETURNING THE TRUCK AS A LEMON TITLE.

l) A consumer in **Moultonboro, NH** wrote on **April 5, 2017**:

THE CONTACT OWNS A 2017 CHEVROLET SILVERADO 1500. WHILE DRIVING 45 MPH, THE TRANSMISSION FAILED TO SHIFT PROPERLY AND MADE A CLUNKING SOUND. THE FAILURE RECURRED MULTIPLE TIMES. THE VEHICLE WAS TAKEN TO A DEALER WHERE IT WAS DIAGNOSED THAT THE TRANSMISSION FAILED AND NEEDED TO BE REPROGRAMMED. THE VEHICLE WAS REPAIRED, BUT THE FAILURE RECURRED. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE. THE APPROXIMATE FAILURE MILEAGE WAS 30.

49. A search for “2016 GMC Sierra” on the NHTSA website also yields a significant number of complaints from consumers experiencing the transmission defect.¹⁴ For instance:

a) A consumer in **Kingston, MA** wrote on **November 6, 2018**:

THE CONTACT OWNS A 2016 GMC SIERRA 1500. WHILE DRIVING 65 MPH IN STOP AND GO TRAFFIC, THE CONTACT DETECTED A SHUTTER AND HEARD AN ABNORMAL NOISE

14

<https://www.nhtsa.gov/vehicle/2016/GMC/SIERRA%2525201500/PU%25252FR C/4WD>, last accessed November 30, 2018.

WHEN SHIFTING GEARS. THE VEHICLE WAS TAKEN TO MARTY'S BUICK GMC ... WHERE THE TRANSMISSION WAS REPROGRAMMED AND FLUSHED. THE VEHICLE WAS THEN TAKEN TO BEST CHEVROLET . . . WHERE THE CONTACT WAS INFORMED THAT THE CAUSE OF THE FAILURE COULD NOT BE DETERMINED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 96,794.

b) A consumer in **Franklin, TN wrote on October 27, 2018:**

TRANSMISSION SHIFTS ABRUPTLY AND TORQUE CONVERTER CAUSES SHUDDER AT HIGHWAY SPEEDS. TRUCK HAS BEEN SERVICED TWICE FOR THE SAME ISSUE BY DEALER AND DEALER RECENTLY TOLD ME PROBLEM IS UNRESOLVABLE.

c) A consumer in **San Jose, CA wrote on September 21, 2018:**

TRANSMISSION - WHEN DRIVING THE VEHICLE IT DOES A HARD SHIFT WHEN ACCELERATING AND DECELERATING. I HAVE TAKEN THE VEHICLE INTO THE DEALER TWICE. THEY ARE SAYING THAT IS A "STATE OF THE ART" COMPUTER THAT NEEDS TO BE RESET!!! I AM TAKING IT BACK IN FOR A 3RD TIME. THE CARE IS 2 YEARS OLD WITH 31 K MILES.

d) A consumer in **Middleville, MI wrote on August 8, 2018:**

8 SPEED TRANSMISSION BUCKS, HESITATES, LURCHES FORWARD, CLUNKS, WHILE STARTUNG ACCELERATION OR COMING TO A STOP. I TRY TO KEEP A BIG GAP BETWEEN MY TRUCK AND CARS IN FRONT OF ME AT STOP SIGNS BECAUSE IT RANDOMLY LURCHES FORWARD AND I ALMOST HAVE BUMPED CARS IN FRONT OF ME. I HAVE HAD THE TRUCK INTO THE DEALER SO MANU TIMES TO FIX THE VIBRATION ISSUES AS WELL, THEY SAID 3 TIRES THAT CAME IN THE BRAND NEW TRUCK WERE DEFECTIVE SO I HAD TO REPLACE THEM ALL AND THE SHAKE IS STILL THERE, THE BALANCED, REBALANCED, ROAD FORCE BALANCE AND NOTHING WORKS. LAST TIME AT THE DEALER SAID IT IS PROBABLY THE TIRES, HE SAID DON'T

ROTATE THEM AGAIN AND WHEN THEY WEAR OUT HE WILL PUT ME IN A BETTER TIRE. I AM PAST MY WARRANTY SO THE DEALER SAYS ANY COSTS ARE MY RESPONSIBILITT, IF THE NHTSA COULD PLEASE STEP IN TO ASSIST US TO MAKE GM FIC THEAE VEHICLES WHICH ARE A SAFETY HAZARD.

e) A consumer in **Bradley, IL** wrote on **July 30, 2018**:

TRUCK SHIFTS REALLY HARD AND IS UNPREDICTABLE. I ALMOST DROVE THROUGH MY GARAGE DOOR THE OTHER DAY SHIFTING TO DRIVE FROM REVERSE. TRUCK WILL LUNGE FORWARD OR DELAY IN SHIFTING. THERE HAVE BEEN A FEW TIMES IVE HAD TO SLAM ON THE BRAKES BEFORE I BACKED INTO SOMETHING. I HAVE BROUGHT IT IN 3-4 TIMES FOR THE ISSUE AND GMC WONT REMEDY THE PROBLEM.

f) A consumer in **Litchfield, IL** wrote on **March 20, 2018**:

PLEASE MAKE GM RESOLVE THE ISSUES WITH THE 8 SPEED TRANSMISSIONS IN THE TRUCKS. 2016 SL T Z71. I PURCHASED THE TRUCK NEW. IT'S NEVER SHIFTED PROPERLY. HESITATIONS, CLUNKING, JERKING, SHUTTER, HARD DOWN SHIFTS EVERYTIME I TAKE IT IN, THEY SAY IT'S DUE FOR AN UPDATE. THE TRUCK HAS HAD 4 UPDATES AND NONE OF THEM HAVE FIXED A THING. I HAD IT IN BEFORE THE 36,000 MILE BUMPER TO BUMPER WARRANTY WAS UP AND WAS TOLD IT WAS UP TO DATE. THEN LAST WEEK, I TOOK IT IN AND WAS TOLD IT WAS "SEVERAL UPDATES BEHIND." (54,XXX) MILES. TO TOP IT OFF, GENERAL MOTORS WOULDN'T PAY FOR THE \$400 UPDATE, WHICH DIDN'T FIX ANYTHING AT ALL!!! THE TRUCK JERKED BEFORE WE GOT A BLOCK FROM THE DEALERSHIP. GM SAYS THAT EVEN THOUGH THE TRUCK IS STILL UNDER A FACTORY 60,000 MILE POWERTRAIN WARRANTY, TRANSMISSION UPDATES ARENT COVERED. THE 120,000 EXTENDED WARRANTY WOULDN'T COVER IT BECAUSE THEY SAY IT SHOULD BE COVERED UNDER THE FACTORY POWERTRAIN WARRANTY! I ABSOLUTELY LOVE THE TRUCK OTHER THAN THE JUNK TRANSMISSION IN IT. I DON'T THINK IT'S SAFE OR MUCH FUN HAVING A VEHICLE

THAT STARTS TO GO THEN FALLS FLAT ON ITS FACE FOR A FEW SECONDS BEFORE SLAMMING INTO THE NEXT GEAR. THIS IS A MAJOR PROBLEM WITH A HUGE NUMBER OF TRUCKS. DON'T BELIEVE ME? GOOGLE "2016 SIERRA TRANSMISSION ISSUE" OR ANYTHING OF THE SORT. YOU'LL SEE. I'M REALLY NOT ASKING FOR MUCH. I DIDN'T WANT TO PUT MY FAMILY IN A POTENTIALLY UNSAFE VEHICLE YET HERE WE ARE. LIKE I SAID, I'M NOT ASKING FOR MUCH. ALL I WANT IS FOR MY TRUCK TO SHIFT NORMAL. TO GO WHEN IT NEEDS OR HAS TO. MY TRUCK HAS HAD 4 UPDATES AND WAS SEVERAL UPDATES BEHIND LAST TIME, THAT'S ROUGHLY AN UPDATE EVERY 10,000 MILES AND NOW THEY'RE NOT COVERED? ON TWO SEPARATE OCCASIONS, IT'S SHIFTED SO HARD THAT IT JARRED MY NECK AND MADE IT SORE FOR A FEW DAYS IVE EVEN PULLED OVER ON THE SIDE OF THE ROAD THINKING WE WERE REAR-ENDED. SO HAS MY WIFE. NOT SAFE-NOT NECESSARY!

g) A consumer in **White House, TN wrote on September 15, 2017:**

THIS ISSUE STARTED A FEW MONTHS AFTER I PURCHASED THE TRUCK TOOK IT TO TWO DEALERS THEY SAY ITS NORMAL. CALLED GMC & THEY HAVE NO RECALL. WHEN DRIVING THE TRUCK & HAVE TO SLOW DOWN IN TRAFFIC THE AUTOMATIC TRANSMISSION DOWN SHIFTS & HAS A VERY NOTICABLE JERK. WILL ACTUALLY JERK THE HOLE TRUCK. PEOPLE WHO HAVE RODE WITH ME TELL ME I HAVE A TRANSMISSION PROBLEM. WHAT CAN I DO

h) A consumer in **Dayton, OH wrote on May 4, 2017:**

8 SPEED TRANSMISSION BUCKS, HESITATES, LURCHES FORWARD, CLUNKS, WHILE IN DRIVE. THE CONTINENTAL TIRES ARE CUPPING, WHICH GM SAYS IS CHARACTERISTIC OF THE BRAND. THE TRUCK VIBRATES WHILE AT 25MPH, AROUND 50MPH AND 65-75MPH. WHILE IN AWD/4WD AT 30 AND 50MPH, THE DRIVELINE MAKES A WHINING NOISE AND VIBRATES SOMETIMES.

i) A consumer in **Grovetown, GA wrote on May 3, 2017:**

GM 8 SPEED TRANSMISSION IS FULL OF PROBLEM. IT CONSTANTLY HESITATES, HANG GEARS, BUCKS, AND POSES VARIOUS SAFETY CONCERNS. FOR INSTANCE IF MERGING ONTO THE HIGHWAY THE TRANSMISSION WILL HESITATE AND THE TRUCK WILL BE UNRESPONSIVE TO GAS PEDAL INPUT FOR A PERIOD OF TIME SOMETIMES UP TO 12 SECS. THIS HESITATION CAUSES A SAFETY CONCERN WHEN ATTEMPTING TO MERGE INTO TRAFFIC. GM ACKNOWLEDGES THESE CONCERNS BUT STATES THAT IT IS OPERATING AS DESIGNED BUT ARE WORKING ON SOFTWARE UPDATES TO IMPROVE TRANSMISSION PERFORMANCE. THIS HAS BEEN A CONSTANT ISSUE SINCE I PURCHASED THE TRUCK.

50. A search for “2017 GMC Sierra” on the NHTSA website also yields a significant number of complaints from consumers experiencing the transmission defect.¹⁵ For instance:

a) A consumer in **Davie, FL wrote on April 15, 2017:**

HEAVY VIBRATION BETWEEN 1200 RPM AND 1500 RPM ANYWHERE BELOW 45 MPH AND ABOVE 70 MPH

b) A consumer in **Streator, IL wrote on July 20, 2017:**

TL* THE CONTACT OWNS A 2017 GMC SIERRA 1500. WHILE DRIVING 30 MPH, THE TRANSMISSION FAILED AFTER A COMPLETE STOP. WHEN THE ACCELERATOR PEDAL WAS DEPRESSED, THE RPMS INCREASED. WHEN SHIFTING FROM SECOND TO FIRST GEAR, THE TRANSMISSION SHIFTED INTO FIRST GEAR WITH EXTREME FORCE AND CAUSED THE VEHICLE TO ABRUPTLY ACCELERATE. THE CONTACT HAD TO ENGAGE THE BRAKE PEDAL WITH FORCE TO AVOID A CRASH. THE FAILURE WAS EXPERIENCED NUMEROUS TIMES. THE VEHICLE WAS TAKEN TO WALSH CHEVY BUICK GMC (2330 NORTH

15

<https://www.nhtsa.gov/vehicle/2017/GMC/SIERRA%2525201500/PU%25252FR C/4WD#complaints>, last accessed March 16, 2019.

BLOOMINGTON STREET, STREATOR, IL, 61364 815-673-4333)
WHERE THE TRANSMISSION SYSTEM WAS REPROGRAMMED
TWICE AND THE ELECTRONIC CONTROL MODULE WAS
REPLACED. HOWEVER, THE FAILURE WAS NOT CORRECTED.
THE MANUFACTURER WAS NOTIFIED. THE FAILURE MILEAGE
WAS 112. UPDATED 08/30/17*LJ

c) A consumer in **Warren, MI wrote on July 27, 2017:**

TL* THE CONTACT OWNS A 2017 GMC SIERRA. WHILE DRIVING
APPROXIMATELY 5 MPH, THE VEHICLE FAILED TO SHIFT OUT OF
GEAR AND THERE WAS A DELAY OF THREE TO FOUR SECONDS
BEFORE SHIFTING INTO SECOND GEAR. THE FAILURE
RECURRED EVERY MORNING. THE VEHICLE WAS TAKEN TO THE
DEALER (JIM CAUSLEY, LOCATED AT 38111 GRATIOT AVE,
CLINTON TOWNSHIP, MI 48036) WHERE IT WAS CONFIRMED
THAT GM WAS AWARE OF THE ISSUE. THE VEHICLE WAS NOT
DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS
NOTIFIED OF THE FAILURE AND INFORMED THE CONTACT THAT
THERE WAS NO RECALL ON HIS VIN. NO FURTHER ASSISTANCE
WAS OFFERED. THE APPROXIMATE FAILURE MILEAGE WAS
4,500. UPDATED 11/13/17 *BF

d) A consumer in **Pembroke, MA wrote on October 17, 2017:**

UNINTENDED ACCELERATION – WHEN SLOWING DOWN TO
COME TO A STOP THE VEHICLE WILL OCCASIONALLY ENGAGE
A LOWER GEAR VERY SUDDENLY AND LURCH FORWARD. THE
RESULTING FORCE IS ENOUGH TO OVERPOWER THE BRAKING
EFFORT BEING PROVIDED BY THE DRIVER AND THE VEHICLE
WILL MOVE FORWARD SEVERAL FEET BEFORE THE DRIVER
CAN REACT AND APPLY MORE BRAKING FORCE TO STOP THE
VEHICLE. THE ISSUE OCCURS RANDOMLY AND INFREQUENTLY
AT VERY SLOW SPEEDS (5-10MPH). THERE HAVE BEEN SEVERAL
OCCASIONS WHERE I’VE BEEN BRAKING TO STOP AT A STOP
LIGHT AND BEEN FORCED INTO THE MIDDLE OF AN
INTERSECTION. I’M CONCERNED THE ISSUE COULD CAUSE THE
VEHICLE TO STRIKE THE CAR IN FRONT OF IT OR A PEDESTRIAN
CROSSING IN FRONT OF THE VEHICLE AS IT STOPS FOR A
CROSSWALK. MULTIPLE UNSUCCESSFUL REPAIR ATTEMPTS
HAVE BEEN MADE BY THE DEALER. I ATTEMPTED TO FORCE
THE MANUFACTURER TO BUY THE VEHICLE BACK FROM ME

THROUGH THE MASSACHUSETTS LEMON LAW AND SINCE THAT TIME THEY HAVE DENIED THE EXISTENCE OF A PROBLEM. I HAVE SEEN SEVERAL INSTANCES ONLINE WHERE CONSUMERS WITH THE IDENTICAL VEHICLE (ALL WITH THE 8 SPEED TRANSMISSION) COMPLAINED OF THE SAME PROBLEM.

e) A consumer in **Trussville, AL** wrote on **October 25, 2017**:

VIBRATION 65+ MPH, FELT IN STEERING WHEEL AND SEAT.

STEERING WHEELS QUIVERS AT 65+ MPH.

TRUCK FEELS VERY UNSTABLE AT HIGHWAY SPEEDS.

DEALER STATES IT'S NORMAL.

f) A consumer in **Charlotte, NC** wrote on **February 23, 2018**:

TRANSMISSION HARSH 1-2 SHIFT WHEN IT IS UNDER LIGHT THROTTLE AND SOMETIME DOES NOT SHIFT OR MAKE NOISE. GMC DEALER ARE AWARE ABOUT THIS ISSUES ON ALL GM TRUCK MODEL OF 2015 TO 2017 WITH 8SPED TRANSMISSION SINCE APRIL 2017. I HAVE ATTACHED DOCUMENTS GIVEN BY DEALER.

g) A consumer in **Dayton, OH** wrote on **June 1, 2018**:

WHEN DRIVING AT SLOW PARKING LOT SPEEDS OR WHEN COMING TO A COMPLETE STOP THE VEHICLE INTERMITTENTLY LUNGES, SURGES OR JOLTS, CAUSING THE VEHICLE TO MOVE FORWARD OR BACKWARDS UNANTICIPATED. SOMETIMES THE JOLT FEELS LIKE ANOTHER VEHICLE HAS HIT THIS VEHICLE FROM THE REAR, AGAIN CAUSING IT TO LUNGE FORWARD.

h) A consumer in **Germantown, MD** wrote on **June 15, 2018**:

I BOUGHT THIS TRUCK USED WITH 12,918 MILES ON IT, APRIL 2018. WHEN DRIVING(ESPECIALLY ON HIGHWAY), AND CHANGING SPEEDS, TRANSMISSION CLUNKS AND LURCHES- AUTOMATIC TRANSMISSION. IT SOUNDS AND FEELS AS IF DRIVE TRAIN WILL FALL OUT. I HAVE TAKEN IT TO DEALER TWICE. THE FIRST TIME, THEY KEPT IT FOR 3 DAYS, THE

SECOND TIME, FOR ONE. THE MECHANIC IS ABLE TO REPLICATE THE NOISE/LURCHING, BUT THEY ARE UNABLE TO FIND A CAUSE OR CORRECTION. THEY TELL ME IT IS NOT DANGEROUS, BUT I AM CONCERNED THAT THE NOISE/MOVEMENT, COULD CAUSE MYSELF OR ANOTHER FAMILY MEMBER TO SWERVE OR BRAKE HARD AND CAUSE AN ACCIDENT. THE MECHANIC HAS TRIED "UPDATING THE SOFTWARE" BUT THAT DID NOT FIX IT. SEVERAL OTHER GMC SIERRA OWNERS TELL ME THEY HAVE HAD SAME PROBLEM.

i) A consumer in **Barto, PA** wrote on **August 28, 2018**:

THE "CHEVY SAKE". AT SPEEDS OVER 70MPH EXCESSIVE VIBRATION INSIDE THE VEHICLE. THIS IS WELL DOCUMENTED ON-LINE, PARTICULARLY VARIOUS GM FORUMS AND YOU TUBE VIDEOS. IT IS MY UNDERSTANDING THAT GM DENIES IT IS A PROBLEM, BUT THEY HAVE BEEN DOING SOME BUY BACKS AND IF YOU READ SOME OF THE DEALER BLOGS IT IS EVIDENT THAT GM KNOWS IT IS A PROBLEM.

j) A consumer in **Modesto, CA** wrote on **December 6, 2018**:

1. THE TRANSMISSION SHIFTS EXTREMELY ROUGH FROM 1ST TO 2ND GEAR IN PARKING LOTS AT A SLOW SPEED AND ON NORMAL HIGHWAY OR STREET DRIVING AND EXPERIENCES THE SAME THING WHILE SLOWING DOWN TO STOP 2. THE ENGINE HAS RECENTLY BEEN HAVING A AWKWARD SHAKE TO IT WHILE IN IDEAL AFTER IT HAS BEEN RUNNING AND WARM 3. WHILE BACKING UP AND TURNING THE WHEEL, THE FRONT SUSPENSION WILL LET OUT A LOUD CLUNK SOUND AND THE SOUND WILL RETURN WHEN TURNING THE WHEELS BACK FORWARD AFTER PUTTING IT INTO DRIVE.

k) A consumer in **Cheyenne, WY** wrote on **December 18, 2018**:

I HAVE HAD SEVERAL INSTANCES WHERE YOU PUSH THE ACCELERATOR AND YOU START TO GO AND THEN IT JUST STOPS MOVING LIKE THE TRANSMISSION HAS DISENGAGED. STARTED TO TURN INTO ONCOMING TRAFFIC THIS MORNING AND HAD TO STOP AS AS IT DID THIS AND I WAS GOING TO GET HIT!!! IT DOES IT A LOT, FIRST TIME I WOULD HAVE BEEN HIT!!!

GM SAYS THEY KNOW IT'S A PROBLEM, AT SHOP NOW AGAIN FOR IT! GOING TO GET SOMEONE KILLED!!!!

l) A consumer in **Selma, AL** wrote on **January 10, 2019**:

TRANSMISSION HAS SURGING AND HESITATION. DEALER CANNOT FIX.

m) A consumer in **Wausau, WI** wrote on **February 4, 2019**:

TRUCK LAGS POWER WHEN PRESSING THE GAS PEDAL AT TIMES AFTER PUTTING TRANSMISSION INTO DRIVE FROM REVERSE. TRANSMISSION SHIFTS HARD INTO AND OUT OF FIRST GEAR AND AT TIMES FEELS LIKE IT IS SKIPPING 2ND GEAR DURING A DOWNSHIFT.

n) A consumer in **Danville, CA** wrote on **March 12, 2019**:

TRANSMISSION SHIFT FROM 1ST GEAR. THERE IS A PROBLEM IN THE GEAR SHIFT FROM 1ST TO 2ND IT SLAMS THE TRANSMISSION WHEN YOU STOP AND START. THERE IS A HEATER IN THE TRANSMISSION THAT PUTS EXTRA DEGRADATION ON THE OIL CAUSING IT TO NEED REPLACEMENT VERY EARLY. DEALER KNOWS OF THE ISSUE BUT HAS NO FIX FOR IT ONLY STATED THEY NOTED THE FILE IN CASE IT FAILS. UNACCEPATABLE FOR A 55,000. PLEASE LOOK INTO THIS.

51. A search for “2018 GMC Canyon” on the NHTSA website also yields a significant number of complaints from consumers experiencing the transmission defect.¹⁶ For instance:

a) A consumer in **Louisville, KY** wrote on **August 28, 2018**:

TRANSMISSION JERKS FROM 4TH TO 5TH. SOMETIMES FEELS LIKE SOMEONE HIT YOU IN THE REAR ENDED.

16

<https://www.nhtsa.gov/vehicle/2018/GMC/CANYON/PU%25252FEC/4WD#complaints>, last accessed March 16, 2019.

b) A consumer in **Louisville, KY** wrote on **September 7, 2018**:

TRANSMISSION CLUNKS FEELS LIKE YOUR HIT IN THE REAR END. I THOUGHT I WAS REAR ENDED 3 TIMES SO FAR. MY TRANSMISSION SURGES FORWARD FROM 4TH TO 5TH GEAR. VERY DANGEROUS TO WEAR I DON'T WANT TO DRIVE THE TRUCK.

c) A consumer in **Glasgow, KY** wrote on **September 7, 2018**:

THE AUTOMATIC TRANSMISSION SHIFTS AGGRESSIVELY THE FIRST GEARS FROM A COLD STARTED ENGINE AFTER ENGAGING FROM PARK TO DRIVE. SLUGGISH SHIFTING AND ACCELERATION.

d) A consumer in **New Hill, NC** wrote on **December 14, 2018**:

RUMBLING OF TRANSMISSION. CLUCKY START. GM DEALER ACKNOWLEDGES THE PROBLEM AND HAS TRIED TO REPAIR VEHICLE. GM SAYS AT THIS TIME THE TRUCK 8 SPEED TRANSMISSIONS ARE NOT FIXABLE.

52. A search for “2017 Chevrolet Colorado” on the NHTSA website also yields a significant number of complaints from consumers experiencing the transmission defect.¹⁷ For instance:

a) A consumer in **Pensacola, FL** wrote on **April 30, 2018**:

8-SPEED AUTOMATIC TRANSMISSION IN INDECISIVE WHEN IT COMES TO SHIFTING BETWEEN LOWER GEARS WHILE DRIVING. TRANSMISSION MAKING CLUNKING "THUD" SOUND WHEN SHIFTING OUT OF PARK AND INTO REVERSE. GEAR HUNTING EXPERIENCED AT LOWER SPEEDS AND GEARS WHILE VEHICLE ATTEMPTS SHIFTING.

17

<https://www.nhtsa.gov/vehicle/2017/CHEVROLET/COLORADO/PU%25252FCC/RWD#complaints> last accessed March 16, 2019.

b) A consumer in **Severna Park, MD** wrote on **June 21, 2018**:

8 SPEED TRANSMISSION HAS HARD SHIFT WHEN AT
LOW SPEEDS AND WHEN GOING INTO REVERSE

c) A consumer in **Fort Lauderdale, FL** wrote on **June 19, 2018**:

WHEN DRIVING AT LOW SPEEDS MY 8 SPEED AUTO
TRANSMISSION - CLUNKS OR THUDS - SPECIALLY FROM
1ST - 2ND - ITS SOUNDS LIKE A BANG - TOOK IT TO DEALER
- SAID CHEVY KNOWS ABOUT IT - BUT THERE IS NO FIX
YET.....GREAT!

d) A consumer in **Nixa, MO** wrote on **June 30, 2018**:

WHEN AUTOMATIC TRANSMISSION DOWNSHIFTS INTO 1ST
GEAR COMING TO A STOP, IT DOES SO HARSHLY AND
LUNGES FORWARD. WHEN NOSING INTO A PARKING
SPACE WITH A CONCRETE WALL AT THE FRONT OF THE
PARKING SPACE, IF I HAD NOT ALLOWED ENOUGH SPACE
FOR THE LUNGE, THE VEHICLE WOULD HAVE IMPACTED
THE WALL. THIS CONDITION, ALONG WITH OTHER
TRANSMISSION SHIFT IRREGULARITIES, HAPPENS
PERIODICALLY AND I MUST REMAIN AWARE, ESPECIALLY
COMING TO A STOP NEAR A CROSS WALK.

e) A consumer in **Wilmington, NC** wrote on **April 9, 2018**:

8 SPEED AUTOMATIC TRANSMISSION - ROUGH
SHIFTING, USUALLY WHEN DRIVING BETWEEN 40 AND
60 MILES PER HOUR. TRUCK INTERMITTENTLY FEELS
LIKE IT IS RIDING OVER RUMBLE STRIPS.
TRANSMISSION SEEMS TO BE HUNTING. POSSIBLE
ISSUE WITH
TORQUE CONVERTER.

f) A consumer in **Hood River, OR** wrote on **July 7, 2018**:

EXPERIENCING ELECTRICAL PROBLEMS CAUSING
STARTING ISSUES, WHILE DRIVING FAILURES IN DASH
INDICATOR LIGHS, SPEEDOMETER, TACHOMETER,

SHIFT CONTROL INDICATOR LIGHTS, AND TRANSMISSION CONTROL. LOSS OF POWER TO THE POINT TRUCK ALMOST COMES TO A STOP AND THEN SURGES, TWICE IT HAS ACCELERATED TRAVELING UP TO 50FT ESTIMATED.

g) A consumer in **San Jose, CA** wrote on **September 13, 2017**:

THE CONTACT OWNS A 2017 CHEVROLET COLORADO. WHILE DRIVING AT AN UNKNOWN SPEED, THE VEHICLE ACCELERATED AND JERKED. ADDITIONALLY, THE BRAKES WERE APPLIED, BUT FAILED TO RESPOND AND THE BRAKE PEDAL TRAVELED TO THE FLOORBOARD. IN ADDITION, THE CONTACT HEARD AN ABNORMAL SCRATCHING NOISE. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE VEHICLE WAS TAKEN SEVERAL TIMES TO GILROY CHEVROLET (6720 AUTOMALL CT, GILROY, CA 95020, 408-842-9301), BUT THEY WERE UNABLE TO DUPLICATE THE BRAKE FAILURE. THE DEALER DIAGNOSED THE ACCELERATION FAILURE AS THE FOUR WHEEL DRIVE BEING ENGAGED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED AND PROVIDED CASE NUMBER: 8-4000-730943. NO FURTHER ASSISTANCE WAS PROVIDED. THE FAILURE MILEAGE WAS APPROXIMATELY 17,759.

h) A consumer in **Columbia, SC** wrote on **August 19, 2018**:

THE VEHICLE HAS A SHUDDER IN THE TRANSMISSION UNDER LIGHT THROTTLE ACCELERATION BETWEEN ABOUT 50 AND 80 MPH ON THE HIGHWAY. IT FEELS AS IF I'M DRIVING OVER RUMBLE STRIPS ON THE ROAD FOR ABOUT A SECOND. THEN IT WILL STOP FOR A SECOND OR TWO, AND THEN SHAKE AGAIN FOR A SECOND. WITHOUT THROTTLE, NO SHAKING OCCURS. THIS HAS BEEN OCCURRING FOR ABOUT TWO WEEKS, OR PERHAPS THE LAST 500 MILES. IT MIGHT BE DESCRIBED BY BULLETIN 18-NA-177.

i) A consumer in **Bellflower, CA** wrote on **September 1, 2017**:

AIR CONDITIONING IS INTERMITTENT/BLOWS WARM/EMITS FOG FROM VENTS. THE DEALER SAYS NO FIX AVAILABLE YET CITES PER DOC ID:5125499.SAYS ENGINEERING IS STUDYING PROBLEM. MINE STOPS WORKING-BLOWS WARM WITH IN 1/2 HOUR. ALSO IN STOP/GO TRAFFIC THE TRANSMISSION DOWNSHIFTS ABRUPTLY AND CAUSES TRUCK TO ACCELERATE FORWARD-HAVE TO APPLY BRAKES HARD TO AVOID COLLISION. DEALER SAYS CAN NOT REPEAT BUT SHIFTING IS CONSISTENTLY ABRUPT AND I HAVE ASKED ABOUT SOFTWARE UPDATES TO ALLIEVIATE THIS SAFTY CONCERN TO NO AVAIL

j) A consumer in **Parsonsborg, MD** wrote on **May 15, 2018**:

I HAVE HAD REPEATED ISSUES WITH THE TRANSMISSION AND THE TRANSMISSION WILL NOT SHIFT OUT OF 5TH GEAR WHEN IN TOW MODE AND WHEN TOWING LOAD UNDER SPECIFICATIONS. I HAVE STARTED THE LEMON LAW PROCESS BUT THE MANUFACTURER HAS DENIED MY CLAIM AS OF TODAY.

k) A consumer in **Palermo, ME** wrote on **November 1, 2017**:

WHEN AUTOMATIC TRANSMISSION DOWNSHIFTS INTO 1ST GEAR COMING TO A STOP, IT LUNGES FORWARD. IF WHEN NOSING INTO A PARKING SPACE WITH ANY KIND OF POLE OR VEHICLE DIRECTLY IN FRONT OF MY TRUCK, NOT LEAVING ENOUGH SPACE MY TRUCK WOULD HIT WHATEVER. WHEN DRIVING SLOWLY WITH MY 8 SPEED AUTOMATIC TRANSMISSION SOMETIMES IT RATTLES AS IF I AM ON A RUMBLE STRIP AND SOMETIMES IT JUST CLUNKS OR THUDS. THIS AND OTHER SHIFT ISSUES MAKE ME EVEN MORE HYPER VIGILANT WHEN DRIVING. 6 MONTHS AFTER I PURCHASED MY BRAND NEW 2017 COLORADO, DURING A SPELL OF NEGATIVE DEGREE WEATHER I LOST THE FOLLOWING: MY CRUISE CONTROL, TRACTION CONTROL, FOUR-WHEEL DRIVE; MY ENGINE LIGHT CAME, OIL LIGHT ALL LIGHTS CAME ON AND MY RADIO STOPPED WORKING. I WAS TOLD BY MY CHEVY DEALER THAT THIS WAS NORMAL IN COLD WEATHER. NEXT, I WAS INFORMED IT MUST BE BECAUSE I WASHED

MY VEHICLE THE DAY BEFORE. THIS WENT ON FOR A FEW MONTHS, WITH ME SHOWING THEM VIDEOS AND THEM TELLING ME THEY COULD NOT DUPLICATE THE ISSUE. OCTOBER OF 2018 THEY REPLACED MY RADIO BECAUSE EVIDENTLY THE RADIO HAD A BULLETIN THAT SHOWED ALL OF THE THINGS I HAD COMPLAINED ABOUT. I WANT TO SAY THIS HAPPENED IN EXCESS OF 10 OR MORE TIMES. DRIVING TO MY MOTHERS ONE EVENING IN THE DARK MY DASH LIGHTS WERE NOT DIMMING CORRECTLY AND THEN WENT OUT. AS I GOT TO A FOUR WAY INTERSECTION WITH CARS COMING THEY CAME ON SO BRIGHTLY I ALMOST GOT IN AN ACCIDENT WHICH PROMPTED ME TO MAKE AN APPOINTMENT AND I WASN'T WILLING TO HEAR SILLY EXCUSES.

l) A consumer in **Gadsden, AL** wrote on **October 25, 2018**:

TRANSMISSION SHUDDER. FELS LIKE DRIVING OVER RUMBLE STRIPS. GM KNOWS OF THIS ISSUE BUT KEEPS PUTTING THESE 8 SPEED TRANSMISSIONS ON THE ROAD.

m) A consumer in **Port Charlotte, FL** wrote on **May 15, 2018**:

AT 21000 MILES FELT LIKE DRIVING OVER RUMBLE STRIPS AND TACH WOULD MOVE IN CRUISE. DEALER FLUSHED TRANS. 4 MONTHS LATER AT 29000 MILES SAME PROBLEM BUT NOW SHIFTING HARD NOTICED DURING ACCELERATION AND DECELERATION. CHANGED OUT CONVERTER AND FLUSH. NOW 3 MONTHS LATER AND ONLY 2500 MILES LATER IT HAS STARTED ALL OVER AGAIN. SO BACK TO THE DEALER I WILL GO. AM STARTING TO REGRET BUYING A CHEVY INSTEAD OF STAYING WITH MY TRUSTY FORD

n) A consumer in **Jackson, WI** wrote on **January 5, 2019**:

THE CONTACT OWNS A 2017 CHEVROLET COLORADO. WHILE DRIVING HIGHWAY SPEEDS, THE CONTACT NOTICED THAT THE TACHOMETER FLUCTUATED AND THE TRANSMISSION SHUDDERED. THE VEHICLE WAS TAKEN TO AN UNKNOWN DEALER WHERE IT WAS DIAGNOSED

THAT THE TRANSMISSION TORQUE CONVERTER FAILED. THE DEALER REPLACED THE TORQUE CONVERTER AND THE TRANSMISSION WAS FLUSHED. THE DEALER ALSO REPROGRAMMED THE TRANSMISSION COMPUTER. THE MANUFACTURER WAS CONTACTED AND PROVIDED CASE NUMBER: 94982753540. THE MANUFACTURER ISSUED TECHNICAL SERVICE BULLETIN NUMBER: 4942742 PIE0405C (ENGINEERING INFORMATION TORQUE CONVERTER SHUDDER). THE APPROXIMATE FAILURE MILEAGE WAS 13,500.

o) A consumer in **Mount Vernon, OH** wrote on **July 11, 2018**:

TRUCK BOGS DOWN, LOOSES POWER WHEN TAKING OFF FROM A STOP. FRONT TIRES FEEL LIKE THEY ARE SKIPPING EVEN THOUGH TRUCK IS IN 2 WHEEL DRIVE ESPECIALLY UP HILL. ONCE TRUCK GETS GOING IT RUMBLES AND VIBRATES SO MUCH IT BOTHERS YOUR EARS, CONSTANTLY LOOSING POWER AND SPEED AS YOUR DRIVING. WAS TOLD IT WAS THE TORQUE CONVERTER AND IT WAS REPLACED. TRUCK CONTINUED TO HAVE SAME ISSUE. TRUCK THEN "BLEW UP" (DEALERSHIP WORDS) WHILE I WAS DRIVING 75 MPH DOWN THE HIGHWAY. DEALERSHIP STATED "IT WAS LIKE YOUR TRUCK WENT INTO LOW GEAR WHILE YOU WERE DRIVING AND IT SHOULD NEVER BE ABLE TO DO THAT". HAD FLUID FLUSH AND REPLACED AGAIN AND RUMBLING AND POWER LOSE STILL OCCURRING.

p) A consumer in **Bullard, TX** wrote on **January 17, 2019**:

AT SPEEDS 45 MPH TRANSMISSION MAKES A LOAD THUMBING SOUND AND START SWITCHING BACK AND FORTH FOR GEAR. AT SPEEDS 60 UP TO 70 MPH A SHUDDERING STARTS MOSTLY UP GRADES AND DOWN GRADES. FROM REVIEW THERE IS A BULLETIN GM 16-NA-175. FROM WHAT I READ THIS DOESN'T FIX THE PROBLEM. THERE ARE NUMEROUS OF COMPLAINTS.

q) A consumer in **Kitty Hawk, NC** wrote on **September 18, 2018**:

SEPT 2018 HAVE NOTICED THAT TRUCK SEEMS TO VIBRATE, SHUDDER AT 50-60MPH. VIBRATION, SHUDDERING GOT WORSE, EVEN AT 25MPT. OCTOBER, I CONTACT SERVICE ADVISOR WHO BELIEVES MIGHT BE TORQUE CONVERTER NEED APPT TO VERIFY NOVEMBER FINALLY GOT APPT WITH SERVICE DEPT. THEY VERIFY IT IS TORQUE CONVERTOR AND ORDER PARTS. DECEMBER PARTS IN & TRUCK IN FOR 3 DAYS AS PARTS INSTALLED. TOLD THIS SHOULD SOLVE ISSUE, BUT CHEVROLET WORKING OF ANOTHER FIX FOR 1ST QUARTER OF 2019. TO DATE, I HAVE NOT NOTICED ANY ISSUES OF VIBRATION.DATE.

r) A consumer in **Port St. Lucie, FL wrote on November 1, 2018:**

TL THE CONTACT OWNS A 2017 CHEVROLET COLORADO. WHILE DRIVING AT HIGH SPEEDS, THE VEHICLE STARTED TO VIOLENTLY VIBRATE. THE FAILURE ALSO OCCURRED WHEN ACCELERATING FROM A STOP. THE VEHICLE WAS TAKEN TO DYER CHEVROLET FORT PIERCE (4200 US HIGHWAY 1, FORT PIERCE, FL 34982, (772) 242-3116) MULTIPLE TIMES FOR THE FAILURE WHERE THE TRANSMISSION WAS SERVICED AND FLUSHED; HOWEVER, THE FAILURE RECURRED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND THE CONTACT RECEIVED A CASE NUMBER. THE FAILURE MILEAGE WAS 17,000.

53. A search for “2018 Chevrolet Colorado” on the NHTSA website also yields a significant number of complaints from consumers experiencing the transmission defect.¹⁸ For instance:

a) A consumer in **Hammond, LA wrote on September 17, 2018:**

CHEVY COLORADO A BAD VIBRATION IN DRIVETRAIN. TOOK

18

<https://www.nhtsa.gov/vehicle/2018/CHEVROLET/COLORADO/PU%25252FEC/RWD#complaints>, last accessed March 16, 2019.

TRUCK TO DEALER WHO SAID IT WAS TORQUE CONVERTER PROBLEM. IT HAS BEEN AT DEALER FOR 9 DAYS BECAUSE THEY ARE DOING 9 VEHICLES A DAY FOR THIS PROBLEM. SUPPOSEDLY THEY ARE GOING TO CHANGE TORQUE CONVERTOR, OTHERS THEY JUST CHANGE THE OIL IN TORQUE CONVERTOR. THIS IS DONE APPROXIMATELY 9 TIMES A WEEK AT THIS ONE DEALER, ROSS DOWNING IN HAMMOND, LA. THIS IS THE 8SP TRANS. THAT IS USED IN SEVERAL GM REAR DRIVE CARS AND TRUCKS. MY TRUCK ONLY HAS 6300 MILES ON IT. WHEN TRYING TO PASS VEHICLES ON INTERSTATE IT VIBRATES SO BAD OVER 70 MPH I AM AFRAID TO WRECK. OTHERS I HAVE TALKED TO AT DEALERSHIP CLAIM THERE VEHICLE VIBRATES AT LOWER SPEEDS, SURGES AND MAKING NOISE. THIS DEALERSHIP DOING 9 A WEEK, THAT PROBABLY IS SEVERAL THOUSAND A WEEK STATEWIDE. THIS IS A TERRIBLE PROBLEM THAT NEEDS FIXIN. MANY THANKS.

b) A consumer in **Dade City, FL** wrote on **October 3, 2018**:

MY VEHICLE SHAKES AND SHUTTERS WHEN ACCELERATING. I HAVE BROUGHT IT TO CHEVROLET OF WESLEY CHAPEL FL 3 TIMES FOR THE SAME PROBLEM. THE PROCEEDED TO DO A "FLUSH" AND HAVE REPLACED THE TORQUE CONVERTER.

c) A consumer in **West Mansfield, OH** wrote on **November 16, 2018**:

I HAVE A 2018 CHEVROLET COLORADO LT 4WD CREW CAB. MULTIPLE TIMES ON A COLD START THE ENGINE IS MISFIRING. THE CHECK ENGINE LIKE COMES ON, THE VSA, AND T/C LIGHTS ALL COME ON AND A NOTIFICATION ON THE DASH SAYING STABILITRAK IS DISABLED. THE VEHICLE SHAKES TERRIBLY. THE CHECK ENGINE LIGHT WILL FLASH AND THEN GO SOLID. I AM AN AUTOMOTIVE TECHNICIAN. I KNOW THAT A MISFIRE SHOULD SET A HARD DTC. WHEN THE VEHICLE IS TURNED OFF AND STARTED SEVERAL HOURS LATER THERE IS NO CHECK ENGINE LIGHT OR ANY OTHER LIGHT ON. THE DEALERSHIP IN MARYSVILLE, OH HAD MY TRUCK FOR 3 DAYS AND TOLD ME THEY CLEANED A BUNCH OF TERMINALS AT SEVERAL CONNECTORS. WHATEVER THAT IS SUPPOSED TO DO. THEY SAID THEY STARTED THE VEHICLE SEVERAL TIMES AFTER AND EVERYTHING WAS GOOD. THE NEXT DAY AFTER I PICKED THE TRUCK UP, IT DID THE SAME EXACT THING! EXTREMELY

FRUSTRATING! I KNOW A CONTINUOUS MISFIRE LET'S UNBURNED FUEL INTO THE CATALYTIC CONVERTER WHICH LEADS TO PREMATURE BREAKDOWN OF THE CATALYST. SO MY QUESTION IS WHAT IS BEING DONE ABOUT THESE ISSUES? ANOTHER ISSUE IS WITH THE TRANSMISSION. ON A COLD START THERE IS A CLUNK NOISE. THEN WHEN YOU ARE DRIVING AT CRUISING SPEED AND YOU LET OFF THE THROTTLE AND DEPRESS THROTTLE AGAIN THERE IS A SHUDDER. ALSO, WHEN YOU COME TO A COMPLETE STOP THE VEHICLE TRIES TO JOLT FORWARD. THIS IS EXTREMELY CONCERNING ESPECIALLY ON A VEHICLE WITH ROUGHLY 18,000 MILES ON IT. THIS NEEDS TO BE ADDRESSED PROMPTLY!!

d) A consumer in **Clearwater, FL** wrote on **January 28, 2019**:

NOTICED A "SHUDDERING" IN THE TRANSMISSION DURING LIGHT ACCELERATION BETWEEN 40-60MPH AROUND 1500RPM. WHOLE TRUCK VIBRATES LIKE YOU ARE DRIVING OVER RUMBLE STRIPS. ONLY 4150 MILES ON THE TRUCK!

e) A consumer in **Longmont, CO** wrote on **April 27, 2018**:

IN MAY 2018 I PURCHASED A NEW CHEVY SILVERADO LT Z71 PU. I LIVE IN COLORADO AND WHEN I DRIVE THE TRUCK DOWN THE I-70 MOUNTAIN PASS THE TRANSMISSION IS DOWNSHIFTED BEYOND WHAT IO WOULD CALL A SAFE DOWN SHIFT. IM TRAVELING DOWN THE PASS, JUST COASTING, DOWN HILL ASSIST MODE IS OFF @ ROUGHLY 55 MPH THE TRANSMISSION DOWN SHIFT HARD. THE RPM GOES FROM ~1850 TO ~3800 RPM. THE ENGINE AND TRANSMISSION AND ENGINE BOTH MAKE A LOT OF NOISE WHEN THIS HAPPENS. I TRAVELED THE PASS ABOUT 8 TIME NOW AND THE TRUCK DOES THIS FUNNY SHIFT EVERYTIME AND I HAVE PICTURE SHOWING 4 EVENTS. I'VE TAKING THE DRIVE INTO THE DEALER AND SINCE THE COMPUTER DOESN'T LOG A ERROR CODE THE DEALER DOESN'T KNOW WHAT TO DO. THIS PAST WEEK THEY GAVE ANOTHER 2018 P/U WITH THE SAME TRANNY AND ENGINE AND THAT TRUCK DID NOT DO THE SAME DOWNSHIFT. I BELIEVE THERE IS SOMETHING WRONG WITH MY TRUCK AND ALSO IF THIS EVENT HAPPENED IN THE WINTER ON A SNOWY ROAD THE TRUCK WOULD SPIN OUT OF CONTROL AND CAUSE A ACCIDENT AND IS

A HUGE SAFETY CONCERN. I ALSO FILED A COMPLAINT WITH GM BUT THEY ARE REALLY NOT HELP TO RESOLVE THIS PROBLEM. THE DEALER LOOKED AT THE TRUCK AGAIN TODAY, NO CODES RECORDED, THE RESET THE TRANSMISSION MEMORY TODAY TO TRY AND SATISFY MY NEED TO DO SOMETHING. I NOW WAITING TO HEAR BACK FROM THE DEALER ON THE NEXT STEPS. I WILL ALSO CALL GM AGAIN TO GIVE THEM THIS INFORMATION. I AM ATTACHING PICTURE THAT CLEARLY SHOW THIS PROBLEM. I ALSO GIVEN THE DEALER THE SAME PICTURES.

f) A consumer in **Miami, FL** wrote on **July 27, 2018**:

CONSTANT VIBRATION/SHAKE COMING FROM THE VEHICLE AT ANY SPEED ABOVE 65 MPH. THE TRUCK HAS BEEN LIKE THIS SINCE THE DAY IT LEFT THE DEALERSHIP. WHEN ON HIGHWAY AND VIBRATION IS FELT, PUTTING THE TRUCK IN NEUTRAL DOES NOT CHANGE THE VIBRATION, SLOWING DOWN MAKES IT SLIGHTLY WORSE, SPEEDING IT MAKES IT SLIGHTLY BETTER. FEELS LIKE THERE IS SOMETHING SERIOUSLY WRONG WITH THE GEOMETRY OF THE TRUCK MAKING IT UNSAFE TO DRIVE AT HIGHWAY SPEEDS. ROAD FORCE BALANCE WAS ALREADY DONE AND THE PROBLEM PERSISTS ON A BRAND NEW TRUCK.

g) A consumer in **Highland, NY** wrote on **October 3, 2018**:

SEVERAL TIMES, WHILE DRIVING RIGHT AROUND 55 MPH, THE TRANSMISSION DOWNSHIFTED FOR NO REASON ON THRUWAY CONDITIONS. WHEN THIS HAPPENED, IT WAS ALMOST LIKE SLAMMING ON THE BRAKES QUICKLY. ON ALL OCCASIONS, MY BODY LURCHED FORWARD. IF SOMEONE WAS BEHIND ME, I PROBABLY WOULD HAVE BEEN REAR ENDED. ON ANOTHER OCCASION, WITH MY SON IN THE TRUCK, WE STOPPED AT A RED LIGHT AND THE TRANSMISSION CLUNKED SO VIOLENTLY, THAT WE BOTH THOUGHT WE WERE REAR ENDED AT FIRST. I DESCRIBED THE ISSUE TO MY GM SERVICE SHOP WHO SAID THAT THEY COULDN'T FIND AN ISSUE AND THAT THE CODES WERE ALL NORMAL. I WAS ADVISED THAT THE CLUNK AT THE RED LIGHT WAS COMMON, AS THE TRANSMISSION HAS TO RELIEVE PRESSURE. NO WAY IS THIS NORMAL! I GOT ON LINE TO REVIEW FORUMS AND IT APPEARS THIS IS A VERY PREVALENT ISSUE. YESTERDAY, I LOST MY TRANSMISSION

COMPLETELY ON A THRUWAY. I HEARD A LOUD CLUNK AND THE RPMS SPIKED. I LEFT THE HIGHWAY ASAP BUT COULD NOT GO OVER 30 MPH OR THE RPMS WOULD JUST SPIKE WITHOUT MOTION RESPONSE. EXITING THE THRUWAY AT THIS SPEED WAS VERY DANGEROUS! EVEN WITH HAZARDS ON, DRIVERS SELDOM SLOW DOWN OR MOVE OVER, ESPECIALLY 18 WHEELERS. THESE TRANSMISSIONS ARE CLEARLY A SAFETY HAZARD.

h) A consumer in **Columbia, SC** wrote on **November 2, 2018**:

THE EIGHT SPEED AUTOMATIC TRANSMISSION STUTTERS AND ACTS LIKE IT DOESN'T KNOW WHAT GEAR TO GO INTO UNDER LIGHT TO NORMAL ACCELERATION. THIS OCCURS WHILE COLD AND DURING THE WARMING PERIOD, (NORMALLY UP TO AROUND 180 DEGREES), BUT TENDS TO RESOLVE AFTER THE ENGINE IS COMPLETELY WARMED UP. THIS TRANSMISSION PROBLEM IS CONTINUOUS AND HAPPENS EVERY TIME AFTER THE VEHICLE SITS ALL NIGHT OR IF IT HAS SIMPLY SIT FOR A FEW HOURS. IT IS VERY APPARENT, OTHER PASSENGERS ASK WHAT IS WRONG WITH THE VEHICLE WHEN THEY RIDE IN IT. I BOUGHT THE VEHICLE NEW, BUT WHEN I TOOK THE TEST DRIVE IT WAS ALREADY WARMED UP. THEREFORE I WAS UNAWARE OF THE ISSUES PRESENT. I WENT BACK TO THE SALESMAN TO DESCRIBE THE PROBLEM AND WAS INFORMED THIS HAPPENS WITH ALL THE 2018 EIGHT SPEED SILVERADO'S HE HAS DRIVEN ON THEIR LOT. I LOOKED ON THE INTERNET AND FOUND THESE TRANSMISSIONS HAVE A LEARN CYCLE, SO I DECIDED TO GIVE IT SOME TIME TO SEE IF WAS A LEARNING CURVE WITH THE COMPUTER. IT NEVER CLEARED UP. I LATER BROUGHT THE VEHICLE INTO THE DEALERSHIP FOR THE INITIAL SERVICE AND DESCRIBED WHAT HAD BEEN HAPPENING WITH IT TO THE SERVICE DEPARTMENT. I LEFT THE VEHICLE OVERNIGHT SO THE TECHNICIAN COULD DRIVE FIRST THING IN THE MORNING AND PERFORM AN SERVICES. THE NEXT DAY I WAS CALLED AND TOLD MY VEHICLE WAS READY. UPON ARRIVAL I WAS INFORMED THE TECHNICIAN WAS ABLE TO DUPLICATE THE PROBLEMS I DESCRIBED, BUT IT WAS NORMAL FOR THE EIGHT SPEED TRANSMISSION. HOWEVER, IT BECOMES WORSE TO BRING IT BACK IN FOR FURTHER DIAGNOSIS. I CALLED GM, THEY ALSO LOOKED INTO THE CASE FOR ABOUT A WEEK, THEN CALLED BACK AND STATED THAT IS

NORMAL FOR THE TRANSMISSION. I BOUGHT THE VEHICLE NEW WITH ABOUT 2,500 MILES ON IT, (DEMO), AND HAVE HAD IT ONLY A FEW MONTHS. IT CURRENTLY HAS LESS THAN 10,000 MILES ON IT.

i) A consumer in **Boynton Beach, FL** wrote on **October 1, 2018**:

VEHICLE DEVELOPED A VIBRATION AT 80MPH WHICH FADES IN AND OUT. TIRES WERE ROAD FORCED BALANCED, AND ALIGNMENT WAS DONE. TRANSMISSION FLUID WAS CHANGED. THE SHACKING AT 80MPH CONTINUED. ON A 30 MILE COMMUTE AT 80MPH THE VIBRATION IS EXTREME 25% OF THE TIME (LIKE DRIVING OVER A RUMBLE STRIP), MODERATE ANOTHER 25% OF THE TIME, AND THE OTHER 50% THE VIBRATION IS NOT NOTICEABLE.

E. GM Was Aware of the Transmission Defect Through Extensive Customer Complaints on GM-Related Websites and Online Discussion Boards

54. Consumers have posted extensively on websites dedicated to discussions of GM vehicles regarding the transmission defect in vehicles equipped with the 8L90 and 8L45 8-speed transmissions.¹⁹ Upon information and belief, GM employees have seen these complaints. For example, **Brendan of New Hampshire** posted an initial complaint on gm-trucks.com, and followed up with several updates. Brendan wrote:

On Mar. 1, 2016

I wanted to post up my own experience with my 8 speed transmission in my 2015 SILVERADO HIGH COUNTRY 6.2L 8 SPEED 8L90

I bought the truck brand new in July 2015. Manufactured date of April

¹⁹ <https://www.gm-trucks.com/forums/topic/184117-my-own-8-speed-problems-resolution/>, last accessed November 28, 2018.

2015. I purchased it from a dealer in NH and they have been great to deal with.

So here is the story-->

July 2015 --> At first the truck was flawless. It shifted butter smooth and on a very rare occasion (once a week maybe) it would clunk slightly when downshifting. It was totally negligible.

***As time went on and the mileage increased it got worse. Here is a list and description of what it was doing once I hit about 3500~ miles. It didn't clunk and act sloppy all the time. HOWEVER, there is a good 65% chance the truck was going to shift poorly.

- It clunks (HARD) into lower gears when slowing down/downshifting. This is the biggest issue and has continued to happen up to now.
- Taking off from a stop with smooth, consistent acceleration, it has trouble deciding the correct gear and vibrates.
- Same scenario as above, the rpm's fluctuate.
- It makes clicking noises constantly when shifting. If you manually shift it, you can hear clicks in almost every gear.
- I can MAKE it clunk hard if I coast in gear 7 and manually shift it into gear 6. **NO RELATION TO AFM/DoD WITH THIS.**
- For some reason, turning into another road or turning in a slight corner and accelerating will make it downshift and clunk hard.
- Going from Park to Reverse either cold or after driving it would slight clunk, then engage a second or two after the initial clunk is heard/felt.

December 2015 --> I took it to my dealer at the 5000 mile oil change/scheduled maintenance and I had the service manager ride with me to hear the clunking. The truck was really acting up that day, and it was clunking like crazy. The service manager said he heard the noises clear as day. He told me the 8 speeds have some clunks, and because they are so new people need to get used to them. He gave me the whole they need to learn and EPA demands greater fuel mileage talk. I disagreed with him and we had a long conversation. I mentioned to him when the truck was new it did not do this.

When we returned to the dealership, this is exactly what he told me: "this is normal operation, we are not going to do anything about this issue"

I asked him to at least check for updates and go over the truck top to toe and check motor mounts, transmission mounts, spring shackles, etc. Just to rule out any possible 'looseness' that could cause the clunks. The work order said they checked for updates and looked the truck over. They found nothing out of place and no updates available.

Around two weeks later, with 7200~ miles on the truck, I was talking to my uncle about the transmission issues and he called his local Chevy dealer on my behalf. The service manager said the 8 speeds have a couple updates available, and to bring my truck up to see if they apply to it. He said the update had really helped a couple 8 speeds they had recently sold. So I drove up to their dealer (an hour in the opposite direction of MY dealer) and they hooked my truck up. I figured MY dealer had done the updates, but there was an available update. They updated it and it really didn't help much. It seemed to make the truck hold a little higher RPM cruising, but I didn't notice anything besides that.

March 2016 --> Just yesterday I dropped my truck off at my purchasing dealership with 9800~ miles. I asked them to do the scheduled maintenance, and look into the transmission one more time. Especially considering it hasn't gotten better, it got worse. I specifically asked them to drop the pan and look at the fluid, valve body, etc. They called me Monday afternoon and told me they took an extensive look at my transmission and **they are going to put a new transmission in it**. They said after driving it/taking a look that it is "A GM candidate for a new transmission" because of the "symptoms it exhibits"

In 5-8 days the transmission will arrive from Detroit and then they will put in a new transmission.

I will keep you all posted on the results and we will see if over the next 10k miles the new transmission stays smooth.

...

I am giving GM a chance to fix the problem. Out of all the 8 speeds they have manufactured, they can't ALL be bad.

If this doesn't fix it I will ask them to buy it back. If they wont buy it back, then I will trade it in. Lesson learned.

On March 22, 2016

I just dropped the truck off at the dealer this evening. I just hit 10000 miles. The tech wanted to hear it. I drove, and I got it clunking quite a bit. He told me the way my transmission was clunking was NOT normal. He also said they have had a lot of concerns with 8 speeds. He said most of the 8 speeds have slight clunking that is due to tolerances/backlash which is understandable. He also mentioned the torque converters have been known to 'shred' themselves and create a lot of debris. Either way the 8 speed is not doing so hot. GM is working on it a permanent fix, but no absolute fix yet.

I can't say enough good things about my dealer though. They told me if it can't be fixed, or it comes back from GM I 'have to live with the clunk' that they will help with either trade assistance or buy it back. I really hope they can figure out a fix. It's a damn nice truck.

To those of you having any kind of doubt, bring it in to the dealer and at least have them document it. I live an hour away from the dealer, so I know how much of a pain it is going to the dealer. These trucks cost too much to settle for these transmission issues.

On March 24, 2016

[In response to the question "Are people with 2016 models and the 8 speed transmission having the same issues?"] Not sure if the 2016 8 Speeds are quite as bad. The tech told me the transmissions currently being put into the trucks have an updated torque converter. That was one problem. My tech was very friendly and did say they have had a 'slew' of problems with the 8 Speed.

HERE IS ANOTHER UPDATE:

I picked the truck up last night after a 24hr turn around from my dealership. They took the truck for a four hour drive as they called it and did the relearn adapt while driving around. They had one guy drive, and another with the computer monitoring the transmission.

The drive home seemed to be much smoother. I will let you all know how it goes. I have spoken with the service manager, my sales man,

and the manager of my dealer and if this doesn't meet my satisfaction they have agreed to buy it back. I have been ultra patient with this whole thing, and they have been more than willing to help me this. At least there are some dealers out there that care about the customer. Believe me, I have had my fair share of different dealerships treat you like crap.

I hope this fixes it because I do enjoy driving this truck around.

On April 12, 2016

Alright everybody. Here is the verdict.

I have an appointment tomorrow morning to bring the truck back to my dealer. The 'reprogram' did not help at all. They told me to drive 500 miles after the program to help it 'learn' further. I drove it 1000 and it still does the same clunks. All low speed clunks. I know exactly when it will clunk now, so riding with my dealer should show them my issues.

At this point I am planning on getting rid of the truck. I tried multiple times to have GM fix this damn 8 speed/clunk fiasco and they have failed so far. Really disappointing as this was my first new truck.

I know I am not the only one with this issue, and I know not every truck built has this issue. I wish all of you luck with your trucks moving forward.

55. Others on the gm-trucks.com forum complained about the same problem. For instance:

a) Matt of Texas on March 14, 2016

I'm having problems with my 8 speed as well. Tranny doesn't engage well especially going from park to reverse and if you give it gas before it's ready, it will hammer into reverse and jerk the whole truck violently. Makes you look like an idiot driver when it happens. Truck just lurches backwards. Also clunks when stopping or starting from stop. Also clanks between most shifts. This tranny was definitely not ready for prime time. If it had done this when I test drove it.. I would not have bought the truck.

b) Robert of Pensacola, FL on April 16, 2016, and April 20, 2016

Well I'm another victim of GM's great 8sp. trans. Actually mine wasn't really giving me too much trouble until I took it in for the TCS update and my truck went crazy. I think they corrupted my computer. Drivers assist back up and all went bad. My RPM's were jumping 1500 to 2000 rpms at 45 mph with the cruise. Not 5 miles down the road it shuttered so bad it jerked the steering wheel out of my hand. Now my truck has been in the shop all week with no reply except they tried to blame it on me for putting Denali 22in wheels on the truck. Said it would change the dynamics of the transmission. Needless to say my words weren't that great. Its a 4 wheel drive what the hell has happened. Wanted to know if I had a programmer for changing the tire size. I know what they are trying too pull on me, and told them so. They are really reaching for any excuse.

I could be another lemon victim. Really sucks I love the truck. I have a 30ft off shore racing boat and the 6.2 pulls it with ease.

I know now my truck will never be the same. I'm getting too old for this crap.

Also heard the Dodge 8sp was having issues also. An older gentleman I work with told me they are cramming too many gears in a small case and it won't work. Kinda makes since. I will keep updates if or when I get my \$60,000 rolling turd back.

...

Lets face it all lie's and deception. My dealer is trying everything in the book to blame me. Its really pathetic they would stoop so low for GM.

They still have my truck, this is week 2. So lets think about that, truly how long does it take to program the computer. That just tells me that there is NOT a cure for our transmissions. It's going to take us the consumer to stand up for our rights and make GM figure something out. I smell a recall but the only one's suffering is us. Who knows how long it will take. Folks don't settle push it to the end, they expect us to give up and walk away. Lets face it the easy solution is to trade it in on something else but that's not the cure. I will ride my dealers ass till something is done. I don't give up.

I have no clue when I'm getting my truck back, but I told the service manager I want my truck shifting like it was right off the lot, that's

what I paid for not a test machine. I'm 6' 6" and they gave me a regular cab with no gas at all. I'm so glad their on my side. The 2016 truck I'm driving around in shutters, not sure the tranny size but its a v6. So that tells me there's no fix in sight. My dealer says its a software problem and not the trans. Humm!!!!!!
I will let everyone know what happens if I ever get my truck back.

c) "wetcoaster" on May 13, 2016

I'm taking my truck in for the second time with 8 speed transmission issues. I took it in about 2 weeks ago and the performed all of the TSB updates for the programming and it shifted worse than ever. Clunking on upshifts like it was a 1980 Camaro with a stage 25,839,874,329,876,443 shift kit.

The last straw which made me call in for a second service appointment was me starting from a stop on a 3% decline at less than 5mph it felt like I was rear ended hard. I looked back behind me and there was no car. I'm guessing there was no pre-load on the pinion gear and it was between shifts when I started to roll forward and then locked up with some backlash. This is strike #2. If I get it back next Tuesday and I have one more tranny fart, I'm going to be looking to do the same as the OP.

d) Tom of New York, on November 2, 2016

2016 gmc sierra 6.2 8 speed. I too am big gm fan. Have had many. This truck with the exception to the power of 6.2 is a p.o.s ... transmission is garbage. Engine is very noisy and idles like it wants to stall. Rides like a hosre. All for almost 60 grand. I'm sure it's not all of them but too many where there is a big problem here. On my second converter. Many relearns. I too would rather drive my old car than this new one. Headed for lemon law. Gm has had their shot.

e) Eric Ward of Texas, on July 25, 2017

OK truck has been at dealership (not from where truck was purchased) for about a week now because of steering wheel vibration and clunky transmission and also when left over night you start up in the morning it takes a few seconds for the reverse to grab. The dealership allowed me to drive a brand spanking new Tahoe Platinum so guess I cant complain. So the first time me and service personal

talked he said the Torque Converter would be replaced and that GM wanted them to empty out the transmission fluid and refill with different type. I will let him know about the 16-NA-014 Bulletin. I am sure he knows about it. Since I'm not going to mention the dealership at this point the technician told me they were have alot of issues with the 8 speeds. I love my truck and the power of the 6.2.

f) "hotrdlx" on September 1, 2017

I just had my torque converter replaced for shutter for the 2nd time. Both time they lasted roughly 16k miles. Does anyone have high miles on their 8sp as i am very concerned about long term reliability. I see now why they decreased the powertrain warranty.

g) "MD11G200" on October 20, 2017

My 2017 GMC sierra 1500 6.2/ 8 speed with 4k miles just had TSB done on relearn of C3 return spring, i took it in because of the clunky noise on downshifts when coming to a stop. At first i thought it was fixed only to discover it wasn't, still clunky. It seems to downshift normally half the time and clunky the other half UNDER THE SAME EXACT DRIVING CONDITIONS. Also took in for rough idle, they adjusted the motor mounts then replaced them, no fix either, giving the truck some more time then I'm trading it in and never buying a GM truck again, what a damn joke this is for the amount i paid for this truck. Also forgot to mention they had my truck 14 days, i got lucky and they gave me a little Buick car for loaner, talked with others who had to endure longer times without getting a loaner. i hope eventually a class action lawsuit against GM is created for this transmission mess and the way they are handling it.

56. On a different gm-trucks.com thread, consumers complained about the same problem.²⁰ For instance:

a) Ron of Northeast Connecticut, on June 27, 2018

Anyone have 8 speed transmission issues?

²⁰ <https://www.gm-trucks.com/forums/topic/213033-2017-canyon-8-speed-absolutely-horrible>, last accessed March 13, 2019.

It shifts way to quick into high gears, press on the gas its like you have a standard trans and forgot to down shift, its starts doing the chug a lug.

Press a little more and you get the dreaded torque convertor shudder. Press a little more on throttle and it drops 3 or 4 gears and is screaming!

Then there is the slow reverse engagement in the morning after it sits over night. And the next reverse engagement is so hard it shakes the whole drivetrain! I bought a new truck so I wouldn't have any issues. I dread going to the dealer for transmission issues at 7 thousand miles. I would trade it but ill loose thousands. I am really amazed GM would let this transmission out the door with all these problems. There are a few bulletins out with the issues I have. Anyone have any fixes done that solved the problem? One of the bulletins involves a transmission flush with mobil 1 trans fluid, im not buying that. The shudder is slowly getting worse, has to be wrecking the torque convertor clutch!

b) Mark of Flint, Michigan, on June 27, 2018

Welcome to the 8 speed world. It's the land of confusion for sure. No one knows how to fix them and if you're lucky enough to get one issue fixed another pops up.

When it works right it's a great transmission...or so I hear.

c) Mike of Long Island, on June 27, 2018

No one can fix it because it is a pisspoor design that should never have been released to the public in the condition it was. Rushed out to keep up with other 8 speeds out there already. I am the guy who gets to try and fix the unfixable. I am the transmission guy at a GMC Buick dealer and I can tell you from experience in dealing with this piece of shit since 2014- cut your losses and get rid of it now. You will never be happy with it. Fast adapts, calibration update after update, valve body replacements and the triple flush on Canyon and Colorado and the one time flush on everything else. Band aid at best. Hopefully the ten speeds will be better. Haven't had one complaint yet and they have been out for a while now and the eight speeds were bad from day one.

d) "CanyonHypermiler" on July 19, 2018

Gary, lots of the same issues in the forum with the 8 spd. My 'shudder' issues started around 8 thousand miles and got worse up until they found the technical service bulletin detailing the trans flush. The flush fixes the shudder, temporarily. My shudder is back with a vengeance at 23K miles. Taking it in again for an oil change and the transmission issue will be brought up again. It's under warranty.. yeah... but like you, I think there is probably some long term damage being done to the transmission and torque converter. I'll address that in my next visit with the service manager. All the other issues you listed with the transmissison... lazy gear changes, quick to find the top gear, slow to downshift when you need power are all characteristics of a transmission built to get high mileage at the expense of performance. All cars and trucks are going that way I think. That's the world we live in. You're on the right track knowing about the TSB on the trans flush. Let us know how your service visit turns out. Good luck.

e) Phillip of California, on March 12, 2019

It is well known, and even acknowledged by GM, that the problems with this transmission cannot be fixed. Therefore, as soon as possible and with as few miles on the vehicle as possible, take it back to a dealer and request the defect be repaired. Do this several times, keeping all records of when, where, action taken (even if none), any advice or comments made by dealer persons, and if possible, record everything on video with sound. Remember it's not the dealers fault you bought a vehicle with a problem that cannot be fixed by any means, but the dealer is the one that's stuck with trying to fix it. Obtain all the information you can find on this problem, and even similar problems in other models (because the same transmission is used in multiple other vehicles), obtain all applicable GM TCB's (such as TCB 18-NA-177 and TCB 18-NA-355) that have any bearing on the problem, and then after a "reasonable number" of repair attempts apply for Arbitration according to the requirements applicable in your state. In Arbitration, which is free to the vehicle purchaser, present all evidence regarding nature of the problem, past history and the manufacturers inability to correct these serious defects, evidence that the issue exists in the vehicle you purchased, and the history of repeated attempts by dealer(s) to fix the problem but that the problem still exists. When is all is said and done, you may be given a refund of the vehicle purchase price, a replacement vehicle having the same configuration and options, a decision to return to a dealer for further repair attempts, or no other action or remedy. In the case of the 8L45 / 8L90 transmission issues, arbitration in many states has already ordered refunds and replacement vehicles, as the problems with this model transmission have been around for so long and are so well documented. In any event, Good

Luck.

57. On a different gm-trucks.com thread, consumers complained about the same problem.²¹ For instance:

Robert of Georgia, on May 10, 2018

I have a 2015 6.2 with the 8 speed with 58k miles I have had a new transmission put in then a stator shaft recall done then a new torque converter and now once again the shutter is coming back seams like they just throw parts at it until the warranty runs out. Also wen the engine is in V4 mode around 40 mph the valves sound like there about to come apart but no problems yet with that. Has anyone had this much trouble and any luck with a fix I read on another form that they went to a mobile 1 fluid and it helped a lot. I wonder what a new converter and flush is going to cost me after the warranty runs out?

58. Consumers also posted on cadillacforums.com.²² In a thread dedicated to “GM's 8L45 Cadillac Automatic Transmission:”

a) Consumer “**NewYorkBill**” posted on June 19, 2017:

GM’s 8L45 Eight-Speed Cadillac CT6 Automatic Transmission: Recall, Replace, Re-tune or Deny

GM’s 8L45 Eight Automatic Transmission is a clunker. GM’s customer assistance center acknowledges that the reviews are ‘mixed’ and one service bulletin has been issued. The ‘mixed’ aspect of the feedback shows that this 8L45 works normally for a while for some owners. Internet forums are heating up with discussions about otherwise fine cars cursed with this crude, confused and embarrassingly bad 8 speed lemon.

General Motors has managed to take its customers back several decades to an unpleasant time in the early development of the automatic transmission. The GM 8L45 Hydramatic Transmission is part of the powertrain in the

²¹ <https://www.gm-trucks.com/forums/topic/211930-8190-can-it-ever-be-fixed/>, last accessed March 15, 2019.

²² <https://www.cadillacforums.com/forums/cadillac-forum/t-974121.html>, last accessed November 29, 2018.

Cadillac CT6, CTS, ATS, Chevrolet Camaro and perhaps more vehicles under a different name. This questionable feat of backwards design and engineering was accomplished with variable force solenoid technology, speed sensors and a processor executing hundreds of calculations and commands every 6.25 milliseconds. Clearly, this is not often enough, as evidenced by the ride experience inflicted on the driver and passengers when the thing desperately hunts for the proper gear and any gear will do ... to lurch forward. With all that technology it performs far worse than the bands and torque converters of that our grandparents enjoyed in the 1960's and later. In 2016, General Motors was simply not ready to evolve past the 6 speed transmission but that didn't stop it from going ahead and cursing entire fleets of its new vehicles with the crudest powertrain component in its history. And yes indeed, it weighs over 30 lbs. less than its predecessor (one that actually works, though evidently grossly overweight). Perhaps the elusive 2nd, 3rd and 4th gears each weigh 10 lbs., accounting for both the weight loss and crude performance.

The 8L45 is a mess. Its crude state of performance sometimes rears its ugly head on a new GM vehicle on its way home from the dealership, or lurks deep inside its innards for a later outbreak of hard shifts, flares, thunks, and head jerking downshifts at random times in the early lives of the fleet. GM's confidence with this clunker drove it to install it in the Cadillac CT6, CTS and ATS models. Dealerships are forced to appease customers with such phrases as 'performs as designed' and 'performed adaptive fast learn' as a way to force owners to get used to it. The other line of defense is that the transmission is learning and adapting to the driver's style. Enduring the explanations and excuses of GM service technicians and service managers can be tiring. Confidentially, they'll admit that the thing is a disaster.

* * *

The owner of a vehicle cursed with this clunker will know there's a problem when passengers ask why the brakes are being pumped when coasting to a stop. That's the 8L45's attempt at downshifting. When the driver gingerly feathers the accelerator to coax the thing into gear after an auto-stop shutdown it may skip several gears and slam into 4th or 5th with a violent shutter. The driver and passengers all feel it as the entire vehicle shudders. At times it may seem like the driveshaft is going to come up through the cupholder and cellphone battery charger. Its performance is indefensible. If it's shifting like an average GM vehicle and it hasn't yet slipped into this confused state, it soon will. No amount of learning, adaptive fast learns or software tunes can apparently help it find the right gears, other than reverse or park, which, luckily seem to work. Dealer lots are filling up with unsold

inventory and returned vehicles, many with less than 2000 troubled miles on the odometer. Apparently, frustrated owners were not able to adapt and learn along with the car's stuttering, clunking, and confused transmission.

So, what is the future of the 8L45? Maybe a software tune can bring it under control. If this is not possible, and clearly, GM is in no hurry to resolve this issue, the fate of the 8L45 has these possible futures:

1. It will quietly disappear in 2018, leaving the current fleet in an abyss of wildly unpopular clunkers. The CT6 is becoming known as the shimmying, stuttering, lurching flagship that looks nice.

2. It can finally break in at 40,000 miles or so and can then find the correct gears at appropriate times after a few years of learning and adapting.

3. Third party after-market companies will offer a way to replace and retrofit it with a nicely functioning transmission, like the 6L45, thus salvaging the resale value of the CT6 and others.

Corporate denial doesn't help the brand. Blaming the customer for expecting better shifting insults the brand loyalists. It's clear that the 8L45 was rushed into production without quality engineering and design. Hopefully, GM and its Cadillac division can conjure up a solution that can make its attractive CT6 flagship drive as nicely as it looks parked.

b) Consumer **"Maxplot"** responded on June 21, 2017:

The 8L90 is not any better. My 8L90 in my CT6 with turbo 3.0 is terrible. Worst transmission I have ever had. The 1-2 shift is hard. It also depends on outside temperature whether it acts up to a greater extent. I think the 8L90 could use better fluid or better pressure sensors. []

c) Consumer **"NewYorkBill"** added on June 25, 2017:

To be clear, my article is not about those barely perceptible quivers and shift sequences experienced with most of the 8 speed transmissions in the market. What I am addressing are the violent shifts, head lurching downshifts and abysmal performance of GM's 8L45 transmission that is the curse of the Cadillac CT6.

The perspective formed, as presented in my post is based on two 8L45's, one exhibiting all of its faults on the day of delivery and the second one

performing relatively normally until mile number 2435, when all hell broke loose. Again, this pertains to the 8L45 in two Cadillac CT6's that I have owned. Additionally, an internet search of other GM discussion forums brings up similar complaints wherever the same transmission is part of the powertrain. Following through with Cadillac customer support and GM corporate discussions it's clear that the customer base is not universally pleased with this crude transmission. As one would expect, the people in these two GM areas are very polite, helpful and proactive and admit there are concerns. It's not about customers who not quite ready for fuel saving technology that needs to shift constantly. My issue with GM is its slowness in dealing with the CT6's problems and the pompous pre-sale promotion of a transmission that 'makes the driver unaware that it's shifting.' Believe me, when your CT6 issues loud thunks, can barely get through a busy intersection after an auto start/stop lurch as it searches for a gear, you'll want to get rid of the thing. The CT6, with its eye-catching edgy design, can be an extremely unpleasant car to drive when its transmission can't shift correctly, in a violent fashion.

The notion that these things are highly sophisticated and require a long break-in period is silly. Some arrive from the factory in a confused state while others don't lapse into their failure mode until much later. And again, it's not about those common 8 speed transmissions' slight quivers and shakes. Apparently 8, 9 and 10 speed transmission technology is driven by fuel economy and acceptable performance from a piddly little 4 or 6 cylinder engine. I realize that the current fleet of Cadillacs are budget luxury cars and expectations have to be adjusted to these price points, but can you imagine telling this to customers in the real luxury car market? 'Get used to it! or You're not driving it right', 'Performs as designed' or 'You're expecting too much' and other arguments would not set well with affluent owners.

[]

d) Consumer **Eric Kline commented on June 27, 2017:**

My 2016 CTS now has 20K miles on it, and the transmission is totally unpredictable. At times, especially first thing in the morning, the car drives great - quick smooth shifts and excellent acceleration. However, after the car sits for a few hours, most of the time the transmission is terrible. Harsh shifts and a bogged down feeling like the car is in too high of a gear. Give it some gas, and it lurches forward to the point that the car is hard to control. Usually I will then put the car in manual mode and use the shift paddles, and this helps a bit. I recently drove 2 Malibus with the 2.0L turbo and 9 speed transmission, and these cars drove MUCH better than the CTS (with a

sticker price of \$20K less). I will never buy a GM vehicle with the 8 speed again...

In response to the question “So at this time there has not been a complete resolution to this problem?” **“NewYorkBill” further posted on October 15, 2017:**

Well, GM is still in the 'Deny' stage. There's no word on any recalls, unit re-design, or retuning. This poorly designed cheap piece of crap called a transmission is providing headaches for service departments and owners. I've been told that service departments are giving up on the 'performs as designed' excuse, along with the 'relearning shift adapts' attempts and complete fluid changes. The current solution is a complete transmission replacement, which is an extensive gut of these relatively new vehicles. It's a \$4,300 (dealer cost) warranty claim. The problem is that when the trauma is complete, this otherwise nice vehicle is cursed with another 8L45 transmission. I have now owned three (yes, 3) of these transmissions over the past 10 months and the most recent replacement is shifting the best it can. Transmissions #1 and #2 failed at 1480 and 2500 miles respectively, with harsh flares, clunky 1-2 upshifts and NO gear after coasting through turns and intersections. When in that state, it's an unsafe vehicle.

[]

e) Consumer **MHT posted on April 1, 2018 and July 4, 2018:**

Today the shift was so hard I actually thought I had been rear ended. This is the first time that I have ever experience the shift being this hard and yes it was so rough that it jerked my body. Cadillac really needs to address this issue in the 8L45 8 Speed before they venture off into a 10 Speed as my guess is at this rate it will be no better.

...

[W]hat may come back to haunt GM/Cadillac is how this transmission was promoted and advertised. There are also Cadillac models that cost less than the CT6 whose transmission to not exhibit this sometimes harsh shift issue. The last word I received from the Cadillac Customer service rep is that Cadillac Quality Brand is pursuing this issue and something still may yet get done.

My advice to all who are reporting this issue is to keep the pressure on and do not back off. IMO Cadillac/GM needs to find a permanent fix, replace with a better transmission or consider financial compensation, to do other wise IMO is not acceptable

59. Other consumers posted their complaints about the transmission

defect in vehicles equipped with the 8L90 and 8L45 8-speed transmissions on carcomplaints.com.²³ In a thread dedicated to the 2015 Chevrolet Corvette, consumers posted complaints including:

a) 8 speed automatic transmission down shifts at a stop with such force it feels as you have been hit from behind by another car while coming to a stop. Transmission also will not always engage properly and will over rev and slam into gear possibly causing an accident. Transmission at times will disengage while going forward then slam into gear with great force. I was told by a GM insider that GM is aware some transmissions are defective and is working on a kit to fix the fluid starvation problem internally but has done nothing to inform owners of the potential dangers of erratic shifting that it's causing while driving. This also causes the transmission to over heat and to illuminate a warning lamp.

- Downers Grove, IL, USA

b) 8-speed automatic transmission always shifts erratically when starting out cold (lazy shift, slow shift, etc.) and occasionally does not downshift when car comes to a stop, only to slam hard into 1st when gas pedal is pressed to resume travel. Dealer says GM claims this is "normal, " but no car I've ever owned behaves like this. Appears to be fluid starvation internally. Any fix/replacement would be costly for GM, so given their history w/faulty ignition switches, not surprised they're trying to avoid it. Transmission is definitely not normal and behavior is unpredictable + unacceptable -- especially at this price. When car is moving & transmission is in drive and trying to lazily shift gears, you temporarily lose ability to apply power, which is both dangerous and unnerving. Clearly, this transmission was put into production w/inadequate testing & development. A recall is necessary to fix properly.

- Kansas City, MO, USA

c) Automatic 8 speed transmission had to be replaced at 2000 miles on the odometer due to hard shifts and shifting automatically to low gear at highway speeds nearly bringing the car to a stop in interstate traffic, now 700 miles and 4 months later the transmission is stuck in second gear and

23

https://www.carcomplaints.com/Chevrolet/Corvette/2015/drivetrain/power_train.shtml, last accessed November 29, 2018.

you cant drive fast enough to get out of the way of traffic. And I know of several other cars like it that have similar problems. This is a real safety problem and GM seems to ignore it, probably until someone gets hurt or killed.

- Lexington, KY, USA

d) The A8 automatic transmission in the 2015 Corvette is prone to occasional hard downshifts from 2nd to 1st gear when driving at slow speeds (less than 10 mph). Sometimes the downshifts are so violent that the car jerks forward several feet. The first time it happened I thought I had been rear ended by another car. The unpredictable behavior of the transmission is especially dangerous in proximity to pedestrians or other vehicles.

- Salado, TX, USA

e) Automatic A8 transmission has the following issues: 1) morning shift from reverse to drive severely delayed, bangs in eventually. 2) erratic shifting in normal traffic 3) the 2-1 downshift when coming to a stop results in severe bang, lurches forward and is very unsafe in a parking lot situation. Also in stop and go traffic, same lurching forward. Feels as if someone hit you from behind 4) torque converter lockup in 5th and 6th gear. Dealer tore apart the car to replace the stator, performed software update - neither solution worked.

-Murphy, TX, USA

f) I had my vehicle serviced at dan vaden Chevrolet in savannah, ga on 16 Oct 2017 at (12,200 miles). My main concern was a shudder and jerky motion the car starts demonstrating while in motion, accompanied by fluctuating engine rpms. After researching on the internet there are 1000's of issues with these torque converters and who knows what accidents these failures have caused. There should be a total recall on these transmissions. A service department technician test drove my vehicle and confirmed and documented my concerns and stated it was okay to drive ? I am scheduling another service at (13000 miles). A search of the internet will fill you full of facts on these failures. Problems with the torque converters with these high end vehicles are well on the way to become another Corvette issue of epidemic proportions. Please assist.

- Hinesville, GA, USA

g) 2015 Corvette stingray Z51 - 8 speed automatic transmission torque converter. With only 7,500 miles on the car it started to run jerky and rpms would fluctuate for no reason (especially at highway speeds when fully warmed up). Often felt like driving on a washboard dirt road. After a cold start, there was a delay after shifting into drive. When it engaged after several seconds it would do so violently, lurching the car forward suddenly. Dealer diagnosed faulty torque converter as defective and a known problem with these transmissions. After less than 2,000 miles the symptoms returned and the dealer again replaced the torque converter. So now I'm on my 3rd defective tc. After 1,700 miles, symptoms returned again! dealer said that Chevrolet and GM have ordered a stop on replacing the tc's since no fix was available. GM advised to drain and flush tranny, refilling with mobil1 transmission fluid. This seemed to work (only for a little longer) but is worrisome because in the future service, a technician will likely refill with GM fluid, not mobil1. Especially if a second owner. Now at 16,100 miles the symptoms are returning! jerkiness, slamming into gear after a delay on cold starts. GM seems to have turned their back on stingray owners by kicking the can down the road beyond warrantee (with the mobil1 "band-aid fix"). on the forums there are so many owner complaining about this same issue. I am amazed that there is no official investigation resulting in a recall. This Z51 LT3 stingray was \$75,000 otd! for this cost we should be able to expect a quality vehicle and a motor company that stands behind it! can somebody please help us with this serious and potentially dangerous problem?

- Wellington, FL, USA

60. In a thread dedicated to the 2015 Chevrolet Silverado²⁴, consumers posted complaints including:

I've been researching hoping to find a solution to the 8 speed transmission in my 2015 Silverado LTZ Custom Sport Z71 with 6.2 l. It does the same as many others have described on here. The shifting is horrible, feels like its going to rip the drive line out at times. I've taken it back to the dealer at least 5-6 times, I've been told it needed to be reprogrammed, that it needs to get used to the way I drive, and poor gas. Finally the dealership replaced the transmission and this was great, my truck was driving and shifting like it

24

https://www.carcomplaints.com/Chevrolet/Silverado_1500/2015/transmission/transmission_shifts_poorly.shtml

should and then after a couple of months it went right back to doing the same thing, it even surges at times when you first put it in gear so you best have a good foot on the brake.

I'm at a loss now, I don't know what to do. I got a price to trade it in but it was going to cost me a great deal more and I honestly don't see why I should have to spend more to get a vehicle that is mechanically sound when my truck only has 15,000 miles on it. I love my truck, the 6.2 has excellent power but what happens when my warranty runs out.

I've watched and hoped someone would start a class action lawsuit against GM for knowingly selling vehicles with problems. Or have they fix the problem in the 2017's. I know some of the corvettes have the 6.2 motor do they have the 8 speed transmission also? If so do they have the same problems?

As for the lemon law, I'm in Louisiana and honestly not sure if that would work here. I just know when you pay 56,000 dollars for a vehicle you expect to have zero trouble out of it.

If anyone finds a solution please post it here for us all to see.

- Lando S., Anacoco, LA, USA

61. In a thread dedicated to the 2017 Chevrolet Silverado²⁵, consumers posted complaints including:

a) My problem is like a lot of the other complaints that I've been reading. I purchased my 2017 LTZ Z71 with a 5.3 and 8 speed transmission in late 2016 and after driving it for a month or so I really started to notice surges and jerks mostly at low speeds and sometimes slowing down coming to a stop. The jerks sometimes feels like I got hit from behind. After several visits to the dealer and long discussions with service management, I was first told it had to learn my driving habits. Then I was told it is a characteristic of the transmission. I recently took it back and they replaced the transmission fluid and told me they were going to replace the torque converter early next

25

https://www.carcomplaints.com/Chevrolet/Silverado_1500/2017/transmission/surges_and_jerks.shtml

year when the new design came out. So I guess have to just put up with it, I just don't know for how long.

- Rudy D., Corpus Christi, US

b) Purchased 2017 Silverado 5.3 w/8 speed auto on Dec 20 2017. At approx 535 miles, transmission began shifting hard at speed under 15 miles per hour, included a "clunk" similar to a universal joint going bad. Problem exists with both up shift and down shift. At 2066 miles truck started to surge as I slowed to stop. A heavy clunk and surge gave me the impression I was hit from behind. I stopped at selling dealer and service advisor assured me that this transmission had a "learning" curve that adjusted to my driving habits and i should drive for 10,000 miles to allow the system to "learn" my habits. Deciding that sounded like a great story I Googled for Silverado's with 8 speed transmission issues and found more than I cared to.

I have seen all the complaints and concerns but no solution from GM. I fear I have invested a bunch of money into a disaster. Having owned over 7 GM products over 57 years I am disappointed with this one. That said I'm heading back to dealer today.

Any GM service people monitoring this or anyone that has a definitive solution I'd appreciate a reply.

- Gary L., Cumming, US

c) \$62,000.00 truck including the new CORSA 3.5" exhaust and COLD AIR INDUCTIONS sealed cold air intake box. This truck shifts horribly throughout the 1-2 shift and especially the 2-3 shift. How can these 8 speed transmissions function this poorly. I had a 2012 AUDI Q7 S-LINE with over 110K miles on it. The 8 speed transmission worked flawlessly the entire time I owned it. Every single shift whether flooring it or accelerating as slowly as humanly possible, were seamless and exuded quality engineering and workmanship. How can this transmission shift as poorly as it does with only 4637 miles on my truck. GM big wigs need to start taking some pride and responsibility in their most profitable and best selling vehicle that they sell.

- 98supra6spd, YPSILANTI, Michigan, United States

62. In a thread dedicated to the 2017 Sierra Denali²⁶, consumers posted complaints including:

When going slow it will shift hard and clunks sometime worse then others when shifting from 1st to 2nd and other times it works right. I have had it to the dealer at least 3 times. 1st time they said it was too new and had to learn my driving habits. At about 3500 miles they did a adaptive relearn. The third time they found an update and did a relearn, no change. Now there is around 7500 miles on it and I was told there is nothing else they can do and this normal for this 8 speed transmission. At 58000 dollars it is ridiculous to think this is OK. They need to come up with a fix for this. I'm not the only one with this problem go on GMC trucks.com. There are 9 pages of complaints for this problem. I would be afraid to buy the new 2019 truck coming out, as they can't even get the current model right.
- Rich M., Westville, NJ, US

63. Consumers have posted very similar complaints on gmauthority.com.²⁷ For instance, consumer **“padrino14”** posted on February 1, 2016:

a) I took delivery of a 2016 Sierra Denali (5.3 V8, 8-Spd, 3.42) in November and had to take it into the dealer a week later for a transmission issue (coming to a stop the truck would shudder as though the transmission was shifting hard into first gear or as though the engine was about to stall). 3 weeks after taking it into the shop, GMC engineers determined that there was a torque converter problem that was staying engaged too long causing the engine to nearly stalling out when coming to a stop. They okay'd replacing the entire transmission for a new one. I finally got the truck back (a MONTH after first taking it into the shop – and yes, the truck spent 30 days of its first 39 days of ownership in the hands of my dealer) and figured that would be the last of my problems. Since then, I've noticed that when yielding – or in traffic/congestion – when I'm slowing down almost to a stop (around 5 mph or lower), then stepping on the accelerator, there will be a

²⁶

https://www.carcomplaints.com/GMC/Sierra_1500/2017/transmission/hard_shift_in_and_out_of_first_gear.shtml, last accessed March 13, 2019.

²⁷ <http://gmauthority.com/blog/topic/2016-sierra-8-spd-issue/>, last accessed November 29, 2018.

long (1 to 2 seconds) delay between me stepping on the accelerator to move and the truck shifting into first and beginning to accelerate. I took it to the dealer again, and they claimed the delay and even “hard” little shifts are normal for this transmission because it is “adaptive” and constantly learning... What? I at first bought it (they are the pros), but I’m beginning to hate not having the confidence of pulling out of a driveway, side street, etc. and being able to immediately get the power and acceleration I need to get out of the way (or better yet to get on my way). Is anyone else here having similar issues with their new GM 8-spd?

b) Consumer **rham22 posted on February 11, 2016:**

First post. Hate to see you are having problems. Thought I might be the only one after hearing what service department is telling me. I just bought a 2016 Silverado LTZ with an eight speed and it shifts horrible. Love the truck but not fun to drive while taking off and stopping. Truck has 1400 miles on it because according to service department I have to get my truck to learn my driving habits. I am either a bad driver or have a truck with a learning disability. When truck sits over night or going home from work it always jerks a couple times taking off. Never fails. When I first bought, every time I would stop it would do something that felt like it was still shifting down when I should be stopped and actually feel like a double stop or surge forward. May sound crazy but really is the only way I can explain. There has been a couple times when I pulled into a parking spot to where it felt like I hit a curb because of the way it would stop. I have never experienced anything like this with any vehicle I have ever had. Seems like the computer is not in sync with the transmission at all. I will make turns and vehicle don’t seem to downshift when it should. I truly feel like I am driving a manual shift truck without using clutch. Love the truck and hope enough people speak up so this problem can be fixed. According to my service department vehicle runs as it should. If this is the case I wish I would have kept my perfect running 2013 Ford F-150 4x4.

c) Consumer **Dirktotten posted on November 15, 2016:**

I purchased a 2015 Sierra SLT with 6.2l and 8 Speed in August 2015 and when it is cold meaning its been setting a day or so, you will almost always get a slip in the transmission causing a several second delay. I had went to a show for my company in Atlanta GA and almost got hit because, I backed out onto the street and when I put it in forward it would not go for several seconds because it just revs up the stairs shudders going forward. I have taken it back to my dealer twice and they cannot recreate the problem so,

they have done nothing. I ran into a man at my dealership who was in the process of describing the exact same problem and gave him my business card to see if they fixed his issue. The dealership told him the same thing and he called me yesterday to let me know he and his wife got hit in the Highland NC because, he backed out and could not go forward just like I do weekly in mine. I now have a couple phone videos of mine doing it to show my dealer again but, I am wondering what to do as they have not done anything yet.

d) Consumer **mholden17** posted on **December 5, 2016:**

I just bought a 2017 silverado ltz 6.2/8-speed and I'm experiencing similar issues! If I'm driving 35-55mph every once in a while I get a shudder in the wheel for a brief 1-3sec on and off while I'm at these speeds it's so frustrating!! The truck has 500 miles on it and my old 1995 silverado with 185k drove with no shudder or vibration issues.

e) Consumer **baurejim** posted on **December 5, 2016:**

I purchased a 2017 GMC Sierra 5.3 with the 8 speed transmission two weeks ago. (This is my 5th GMC truck) no previous problems.

I now have 1000 miles on this truck.

I noticed the truck shudders and seems to have a hesitation between gears, especially at low end. I went in on Dec 2nd 2016 and talked with the dealer who said it takes a while for the transmission to learn my driving habits.

What? . It also clunks when taking off. Was told the clunk is normal. This morning Dec 5th i warmed the truck up for ten minutes put it in reverse and the truck would not move. just revved up. 10 seconds later it slowly starts to back up onto the street. I put it in drive and it still won't go ,just reeves up for another 10 seconds before it finally jumps into gear. Made an appointment to bring it back to the dealer.

This can not be normal for a commercial grade pickup.

f) Consumer **jimbo** posted on **December 19, 2016:**

I bought it brand new Dec 2015 (2015 High Country 4x4, 6.2ltr V-8) with the new eight-speed Hydra-Matic 8L90 transmission. So I've had it a year now and have put 19k + miles it. I noticed about a month ago when the engine was cold and I went from park to drive it felt as if I was parked on a hill and the trans was in a bind, taken 1-2 seconds before roughly engaging in gear. Then it started doing it more often even when the transmission fluid temp was above 130. Well last week it began to shudder almost like driving

over road strips before a stop sign. I also noticed that if I had it on cruise control between 40-60mph the tachometer would rev up every time it shuttered/vibrated. It took it back to the dealership as it is still under warranty and had the mechanic ride with me so he could see for himself what my Chevrolet was doing. He knew immediately as to what he thought was causing the vibration...torque converter he says! So as of right now it is in the shop to replace the torque converter with an upgraded one per this bulletin 15389 which provides a service procedure to reprogram the transmission control module (TCM) on certain 2015 model year Cadillac Escalade, Escalade ESV, Chevrolet Silverado, GMC Sierra, Yukon Denali and Yukon Denali XL vehicles equipped with an 8L90 8-Speed (M5U) transmission and 6.2L (L86) engine. These vehicles may have a condition in which transmission calibration allows a higher than target energy input to the torque converter clutch (TCC) under certain conditions. This may lead to faster than expected torque converter clutch material wear, and a shudder feeling.

g) Consumer **PissedOffGMOwner** posted on November 15, 2017:

Good day to you all. I have a 2016 Sierra with the 8 speed transmission. At 18300 miles I took the local dealer because of a vibration at low RPM throughout the gear range; rough idle; and jerking gear changes from 1st to 2nd at low speeds.

The dealer had the truck for 5 days. They had to await the back-ordered tranny flush juice. They did the “triple flush” of the tranny and also replaced all 4 engine mounts. They claimed they updated the software on the truck engine management control and they also updated the software on the infotainment system.

I now have 19300 miles on the truck, and it is now going back for the exact same reasons – rough idle (not as bad as the first time), and the start of the vibrations.

I expect them to keep the truck for a week, as I dont wish to continue going back there every 6-8 weeks.

I was advised that they are short handed WRT transmission specialists. This is a common excuse in Fort Lauderdale, with at least 5 dealers all “sharing” the same transmission specialists.

My humble advise is to have them do the tranny flush and confirm there is a warranty on these services. I assume the flush is good for +- 1500 miles MAXIMUM.

As soon as I have my truck back, i shall report the dealers explanation.

h) Consumer **t.johnson086** posted on December 12, 2017:

I bought a 17 Denali 6.2 w/ 8-spd in march of 17. I finally got around to taking to the dealer for a shifting issue from first to second gear (19k miles). If I was accelerating slowly it would shift very hard into second. It appeared as though the RPMs would go too high before shifting, then slam in to second. They replaced my transmission, and now I have a whole new set of problems. Its sluggish and hesitant between gear 1-3 or maybe 1-4 when accelerating, and sometimes clunks into first coming from second upon stopping. Needless to say I'm on the verge of trading it in.

i) Consumer **johnspd posted on August 16, 2018:**

I purchased a pre-owned 2017 GMC Z71 with the 6.2 and 8spd in April this year. It had 10,500 miles on it at the time and I really like/liked the truck. Great power, fuel economy and very comfortable. Last moth while traveling on the interstate (on vacation 250 miles from home) it started exhibiting the same problems mentioned above (like someone flipped a switch). At first I thought I was riding on rumble strips and tried swapping lanes, no change. Next I noticed the engine RPM's were fluctuating and it felt like it was hunting for the right gear. It also exhibited the same problem mentioned in another post above when going uphill. We were not towing anything, the hitch had never been used when I purchased the truck and I have not pulled anything heavier then our 16ft boat. The truck had 16,700 miles on it when this started. Once we arrived at our vacation destination I did a search to see if other people had been experiencing problems with these transmissions and after viewing all the post I wished I had done more research before purchasing this truck.

I was finally able to get it to the dealership and left it with them on August 6th. They still have it and can not correct the problem. They did the flush and replaced the engine mounts. They also commented that they know there are problems with this transmission. I was told yesterday that they are trying to contact GM to see what to do next. I have purchased 6 new GM vehicles over the years and 7 pre-owned GM vehicles and never experienced anything like this before with them where the problem couldn't be corrected. If they don't get this corrected I will be done with GM.

j) Consumer **johnspd updated on August 21, 2018:**

The dealership called Friday (August 17th) and stated they had the problems resolved. I picked the truck up around noon and initially it performed great. After about 40 miles of driving I made a stop and upon starting the truck the shudder came back while idling as well as the rpm fluctuations. At highway speeds the shudder comes and goes and a couple of times it acted like it was

hunting for the right gear which was one of the problems it had before the repair attempt. I contacted the dealership and they stated they would look further into the issue. If the TCM is really “learning” my driving habits then I will have to agree with an earlier post that the computer has a learning disability.

After a couple more days of driving the truck it is starting to look like all of the original issues may be returning.

I will say the dealership has been very cooperative and wants to resolve the problem. They even picked up the extra cost of the rental beyond what GM covers.

I have also contacted GM priority care. Below is their response and I will keep posting updates.

“We understand how you like to have this issue resolved and we would like to work closely with you along with the GMC dealership in resolving this issue. Due to the nature of your concern we will endorse your case to a Senior Advisor who will continue to work directly with you and your dealership to review your vehicle and concerns. Please know that all the information you have provided will be available to both your dealer and Senior Advisor as well. We will forward your case to them and the Advisor and Dealer will review your case and vehicle details, and one of them will be in contact you within 2 business days to assist you further.”

64. Consumers also posted on gminsidenews.com.²⁸

Consumer **johnnyo** posted on September 12, 2017:

2018 8 speed transmissions

Does anybody know if the 2018 model GMC 1500 trucks have upgraded - improved the 8 speed transmissions? My 2016 has only 10000 miles and at the lower speeds it has always shifted funny and sometimes hard. Out on the highway it shifts good in the higher gears. I have to let it warm up alittle or it jumps into gear. I was going up the driveway the other day and the transmission just quit for a second and jumped back into gear. I have contacted the dealer but he says that all the 8 speed trans act that way. Wish now that I would have stayed with the 6 speed trans as my 2014 Tahoe has

²⁸ <https://www.gminsidenews.com/forums/f22/2018-8-speed-transmissions-278401/>, last accessed March 15, 2018.

never given me a problem and shifts smooth.

F. GM Was Aware of the Transmission Defect Through Trade Publications

65. Trade publications also described the transmission defect in vehicles equipped with the 8L90 and 8L45 8-speed transmissions in articles posted online.

For example, an article on motortrend.com reported:

And now's about the time we get to the part where I tell you why the Silverado could do with another 10 minutes in the oven, so to speak. Simply put, test numbers aside, we were unimpressed by how the Silverado's volume 5.3-liter DFM V-8 and its eight-speed automatic performed. We're disappointed to find that GM didn't fix the old 5.3's biggest flaws: its sloppy throttle response at low speeds and its transmission's over eagerness to get to its top gear. The truck feels powerful enough once it's moving, but getting there is frustrating. "The engine has power, but it's being tag-teamed by the unholy GM duo of a lazy throttle pedal and a transmission that hates to downshift," features editor Scott Evans said. "Every time you want to move, you've got to get deep into the throttle before anything useful happens. The shifts aren't as smooth as the 10-speed automatic, either, so you notice every time it's forced to drop two gears to maintain speed up a hill."

The 6.2-liter V-8 and its 10-speed auto, which is only available as an option on the top-level Silverado LTZ and Silverado High Country, improves things immensely. The big V-8 has plenty of power on tap, and it sounds especially great when you bury your foot into the throttle. The 10-speed automatic is worlds better than the eight-speed, too. It feels modern and well sorted—basically the polar opposite of the eight-speed automatic. Its shifts are seamless and nearly unnoticeable, and it doesn't display the hunting behavior of the other transmission, either.²⁹

66. An article published on thetruthaboutcars.com reported:

The 1-2 shift sounds and feels like it's going to rip the diff out of the axle, which is a common complaint about the eight-speed transmission in these

²⁹ Christian Seabaugh, September 14, 2018
<https://www.motortrend.com/cars/chevrolet/silverado-1500/2019/2019-chevrolet-silverado-first-test-review/>

vehicles. The AWD mode, which lives between 2WD and 4-High and which is basically the “4WD” in the Escalade/Denali, is laughably slow to respond to spinning rear wheels.³⁰

67. An article on gmauthority.com reported:

Improvements

In a line buried deep within a previous announcement uncovered by GM Authority, Chevrolet states that the 8-speed Hydra-Matic in the 2019 Silverado features “enhancements designed to improve shift quality, as well as a new centrifugal pendulum absorber torque converter that reduces vibrations to improve smoothness.”

Criticisms

In prior-generation, K2 platform Silverado and Sierra, the GM 8-speed was often criticized for its jerky and unexpected shifting behavior that ultimately worsened the satisfaction of driving and/or riding in the pickup. Whether the improvements made to the 8-speed gearbox in the all-new T1 platform 2019 Sierra and Silverado will address these issues is unknown.

G. GM’s Knowledge of the Transmission Defect is Demonstrated by its Technical Service Bulletins

68. Over the three-year period beginning around October 2015 and up to as recently as October 2018, GM issued a variety of additional PIs, TSBs, and other bulletins related to the same issue: GM eight-speed automatic transmissions—and specifically the GM 8L45 and 8L90—delayed and lurched, shuddered, jerked, and chunked when the automatic transmission shifted gears.

69. Whether through customer complaints, dealer complaints, or its own

³⁰ Jack Baruth, January 11, 2018
<https://www.thetruthaboutcars.com/2018/01/long-term-test-2017-silverado-ltz-10000-miles/>

testing, GM's recognition of the Transmission Defect can be pinpointed to as at least as early as October 13, 2015.

1. #PIP5337

70. On October 13, 2015, GM issued a preliminary information ("PI") bulletin to GM service personnel regarding issues with vehicles equipped with 8L90 transmissions. The PI, #PIP5337, entitled "Shake or Shudder on Acceleration Excessive Engine RPM Fluctuation," informed service personnel that this issue would affect the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs; 2015-2016 Chevrolet Silverados; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs. According to the PI, service personnel could expect customers to report, among other things, "A shudder feeling that may be described as driving over rumble strips or rough pavement." GM's recommendation to service personnel was as follows: "These conditions may be caused by an internal torque converter issue. A revised torque converter that addresses these conditions will be available soon."

71. #PIP5337 has been updated at least ten times since it was first issued. On January 20, 2016, GM released #PIP5337A, which applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs; 2015-2016 Chevrolet Corvettes and Silverados; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs. In this update, GM advised service personnel to flush the transmission twice and replace the fluid using Dexron HP (Part No.19300536), clean the transmission pan, and replace the pan and the filter.

GM also noted, “If the condition is not resolved after completion of the second transmission flush procedure the condition may be caused by an internal torque converter issue. These conditions may be caused by an internal torque converter issue. A revised torque converter that addresses these conditions will be available soon.”

72. In February 2016, GM released #PIP5337B, which applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs; 2015-2016 Chevrolet Corvettes and Silverados; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs. The update noted, “Equipped with 8L90 Automatic Transmission (RPOs M5U) and the 6.2L (RPOs L86 and LT1). Note: This information does not apply to Silverado and Sierra models with the 5.3L (RPO L83). Please refer to PIE0353 for vehicles equipped with 5.3L (RPO L83).” GM also noted that this update did not apply to vehicles experiencing a shake or shudder “during vehicle launch from a stop,” “when the transmission is shifting gears,” “when the vehicle is decelerating,” or “when TCC slip speed is zero.” In this update, GM advised service personnel to replace the torque converter. GM also advised service personnel to “[f]lush the cooler lines and cooler using DT-45096 transmission oil cooling system flush and flow test tool,” “[r]emove the transmission fluid pan and drain transmission fluid,” “[i]nstall a new transmission filter, clean pan and magnet,” and “[i]nstall the transmission fluid pan and refill with new transmission fluid following the fluid fill procedure in SI to

obtain correct fluid level.” GM again instructed personnel to use Dexron HP fluid, (Part No.19300536). In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “**Warranty Information.** For vehicles repaired under warranty use: [Labor Operation code] 8464810.”

73. On March 8, 2016, GM issued #PIP5337C, which applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs; 2015-2016 Chevrolet Corvettes and Silverados; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs. The update noted, “Equipped with 8L90 Automatic Transmission (RPOs M5U) and the 6.2L (RPOs L86 and LT1). Note: This information does not apply to Silverado and Sierra models with the 5.3L (RPO L83). Please refer to PIE0353 for vehicles equipped with 5.3L (RPO L83).” #PIP5337C was substantively the same as #PIP5337B, except it advised service personnel to use regular non-synthetic transmission fluid with part number 19331925. In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “**Warranty Information.** For vehicles repaired under warranty use: [Labor Operation code] 8464810.”

74. On information and belief, GM issued #PIP5337D on June 3, 2016.

75. In August 2016, GM issued #PIP5337E, which applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac

Escalades and Escalade ESVs built prior to November 1, 2015; 2015-2016 Chevrolet Corvettes and Silverados built prior to November 1, 2015; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs built prior to November 1, 2015. The update noted, “Equipped with 8L90 Automatic Transmission (RPOs M5U) and the 6.2L (RPOs L86 and LT1). Note: This information does not apply to Silverado and Sierra models with the 5.3L (RPO L83). Please refer to bulletin 16-NA-175 for vehicles equipped with 5.3L (RPO L83).” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “**Warranty Information.** For vehicles repaired under warranty use: [Labor Operation code] 8480518.” This version of the TSB was also substantively the same as its predecessor, except it updated the Labor Operation code at the bottom of the TSB.

76. In October 2016, GM issued #PIP5337F, which applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs built prior to November 1, 2015; 2015-2016 Chevrolet Corvettes and Silverados built prior to November 1, 2015; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs built prior to November 1, 2015. The update noted, “Equipped with 8L90 Automatic Transmission (RPOs M5U) and the 6.2L (RPOs L86 and LT1). Note: This information does not apply to Silverado and Sierra models with the 5.3L (RPO L83). Please refer to bulletin 16-NA-175 for vehicles equipped with 5.3L (RPO L83).” #PIP5337F was substantively the same

as #PIP5337E, except it advised service personnel to use synthetic transmission fluid with part number 19353429. In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “**Warranty Information.** For vehicles repaired under warranty use: [Labor Operation code] 8464810.”

77. In November 2016, GM issued #PIP5337G, which applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs built prior to November 1, 2015; 2015-2016 Chevrolet Corvettes and Silverados built prior to November 1, 2015; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs built prior to November 1, 2015. The update noted, “Equipped with 8L90 Automatic Transmission (RPOs M5U) and the 6.2L (RPOs L86 and LT1). Note: This information does not apply to Silverado and Sierra models with the 5.3L (RPO L83). Please refer to bulletin 16-NA-175 for all other vehicles equipped with the 8L90 automatic transmission RPO (M5U) with shudder concerns.” Unlike most of the previous versions, this version of #PIP5337 did *not* contain the qualification that it did not apply to vehicles experiencing a shake or shudder “during vehicle launch from a stop,” “when the transmission is shifting gears,” “when the vehicle is decelerating,” or “when TCC slip speed is zero.” Instead, in this version, GM noted:

Some customers may comment on any of the following conditions.

A shake and/or shudder during light throttle acceleration between 48 and 104 km/h (30 and 65 mph) steady state driving when transmission is not actively shifting gears.

A shudder feeling that may be described as driving over rumble strips or rough pavement.

A shudder feeling that is evident in both Drive and M7 mode.

In the bulletin, GM provided instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. GM noted, “Vibrations not identified as shudder should be further investigated using the []Vehicle Vibration Diagnosis in SI as a starting point.” For vehicles diagnosed as experiencing TCC shudder, GM advised service personnel to replace the torque converter, flush the cooler lines and cooler using the DT-45096 transmission oil cooling system flush and flow test tool, remove the transmission fluid pan and drain the transmission fluid, install a new transmission filter, clean the pan and magnet, install the transmission fluid pan, and refill the transmission fluid using DEXRON HP Fluid (part number 19353429). GM further noted, “In the event that the customer returns for a confirmed torque converter shudder after replacing the torque converter please follow bulletin 16-NA-175.” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “**Warranty Information.** For vehicles repaired under warranty use: [Labor Operation code] 8480518.”

78. In November 2016, GM issued #PIP5337H. This version was substantively the same as its predecessor, but removed certain part number codes

from a table at the bottom of the TSB. As in previous iterations of this bulletin, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “**Warranty Information.** For vehicles repaired under warranty use: [Labor Operation code] 8480518.”

79. On information and belief, GM likely issued an update to this bulletin numbered #PIP5337I.

80. On November 17, 2017, GM issued #PIP5337J, entitled “Shake or Shudder on Acceleration.” This version applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs built prior to November 1, 2015; 2015-2016 Chevrolet Corvettes and Silverados built prior to November 1, 2015; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs built prior to November 1, 2015. GM noted, “**Note:** This information does not apply to Silverado and Sierra models with the 5.3L (RPO L83). Please refer to bulletin 16-NA-175 for all other vehicles equipped with the 8L90 automatic transmission RPO (M5U) with shudder concerns.” In this version, GM noted:

Some customers may comment on any of the following conditions.

A shake and/or shudder during light throttle acceleration between 48 and 104 km/h (30 and 65 mph) steady state driving when transmission is not actively shifting gears.

A shudder feeling that may be described as driving over rumble strips or rough pavement.

A shudder feeling that is evident in both Drive and M7 mode.

In the bulletin, GM provided instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. GM noted, “Vibrations not identified as shudder should be further investigated using the [V]ehicle Vibration Diagnosis in SI as a starting point.” For vehicles diagnosed as experiencing TCC shudder, GM advised service personnel to replace the torque converter, flush the cooler lines and cooler using the DT-45096 transmission oil cooling system flush and flow test tool, remove the transmission fluid pan and drain the transmission fluid, install a new transmission filter, clean the pan and magnet, install the transmission fluid pan, and refill the transmission fluid using Mobil 1 Synthetic LV ATF HP fluid. GM further noted, “In the event that the customer returns for a confirmed torque converter shudder after replacing the torque converter please follow bulletin 16-NA-175.” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted that the Labor Operation code to use if the vehicle is under warranty is 8480518.

81. On October 4, 2018, GM issued #PIP5337K, entitled “Shake or Shudder on Acceleration.” This version applied to the following vehicles equipped with 8L90 transmissions: 2015-2016 Cadillac Escalades and Escalade ESVs built prior to November 1, 2015; 2015-2016 Chevrolet Corvettes and Silverados built prior to November 1, 2015; and 2015-2016 GMC Sierras, Yukons, and Yukon XLs built prior to November 1, 2015. In this version of the bulletin, GM noted, “Please

refer to bulletin 16-NA-175 for vehicles equipped with the 8L90 automatic transmission RPO (M5U) with shudder concerns.” GM further noted, “Please follow this diagnostic or repair process in Bulletin 16-NA-175, [sic] thoroughly and complete each step If the condition exhibited is resolved without completing every step, the remaining steps do not need to be performed.”[sic]”

2. Bulletin # 14-07-30-001

82. In September 2014, GM issued Service Bulletin #14-07-30-001, entitled “Information on Transmission Adaptive Functions.” This bulletin applied to the following vehicles equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalades and Escalade ESVs, 2015 Chevrolet Corvettes, and 2015 GMC Yukons. In this bulletin, GM advised service personnel, “Some customers may comment on low mileage vehicles with automatic transmission that shift feel to be too firm (harsh) or may slip or flare. Customers should be advised that the transmission makes use of an adaptive function that will help to refine the shift feel while driving and improve shift quality.” In the bulletin, GM provided an explanation of the 8-speed transmission’s adaptive learning functions, and advised service personnel how to adapt the transmission’s learning functions “for a concern with a 1-2 upshift” and “for a concern with a 3-1 coastdown (closed throttle) shift.”

83. In October 2014, GM issued Service Bulletin #14-07-30-001A, entitled “Information on Transmission Adaptive Functions.” This bulletin applied to the following vehicles equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalades and Escalade ESVs, 2015 Chevrolet Corvettes, and 2015 GMC

Yukons. In this bulletin, GM noted, “This bulletin has been revised to add information to the How to Adapt Your Transmission section. Please discard Bulletin Number 14-07-30-001.” GM then provided an explanation of the Hydra-Matic 8-speed transmission’s adaptive learning functions. GM also provided a chart of shifts and their corresponding clutches, as well as detailed instructions for teaching the transmission to “learn” each of these clutches.

84. In December 2014, GM issued Service Bulletin #14-07-30-001B, entitled “Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts.” This bulletin applied to the following vehicles equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalades and Escalade ESVs, 2015 Chevrolet Corvettes and Silverados, and 2015 GMC Sierras, Yukons, and Yukon XLs. In this bulletin, GM noted, “This bulletin has been revised to add models and reference the Transmission Adaptive Values Learn procedure. Please discard Corporate Bulletin Number 14-07-30-001A.” This bulletin was substantially the same as its predecessor, except it also included instructions to service personnel for resetting and “relearning” transmission adapts using the Transmission Adaptive Values Learn procedure through GDS 2 (diagnostic software), and noted that this software function would not resolve the issue in 2015 Corvettes built before September 29, 2014.

85. In January 2015, GM issued Service Bulletin #14-07-30-001C, entitled “Information on Transmission Adaptive Functions and Correcting Low

Mileage Harsh Shifts.” This bulletin applied to the following vehicles equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalades and Escalade ESVs, 2015 Chevrolet Corvettes and Silverados, and 2015 GMC Sierras, Yukons, and Yukon XLs. In this bulletin, GM noted, “This Bulletin has been revised to add a Note to the How to Adapt Your Transmission. Please discard Corporate Bulletin Number 14-07-30-001B.” This bulletin was substantially the same as its predecessor, except it also included the following note: “Note: The transmission fluid temperature must be between 75°C (167°F) and 85°C (185°F) during the drive procedure or adapts will not be learned.”

86. In May 2015, GM issued Service Bulletin #14-07-30-001D, entitled “Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts.” This bulletin applied to the following vehicles equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalades and Escalade ESVs, 2015 Chevrolet Corvettes and Silverados, and 2015 GMC Sierras, Yukons, and Yukon XLs. In this bulletin, GM included instructions to service personnel for resetting and “relearning” transmission adapts using the Transmission Service Fast Learn procedure through GDS 2, rather than the Transmission Adaptive Values Learn procedure, as GM previously instructed.

87. In July 2015, GM issued Service Bulletin #14-07-30-001E, entitled “Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts.” This bulletin applied to the following vehicles equipped with 8L90

transmissions (RPO M5U): 2015 Cadillac Escalades and Escalade ESVs, 2015 Chevrolet Corvettes and Silverados, and 2015 GMC Sierras, Yukons, and Yukon XLs. In this bulletin, GM noted, “This Bulletin has been revised to include Warranty Information. Please discard Corporate Bulletin Number 14-07-30-001D.” This bulletin was substantially the same as its predecessor, except in this version, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the bulletin, GM noted, “**Warranty Information.** For vehicles repaired under the Powertrain coverage, use the following labor operation. Reference the Applicable Warranties section of Investigate Vehicle History (IVH) for coverage information,” and listed the applicable labor code as 8480318.

88. In March 2016, GM issued Service Bulletin #14-07-30-001F, entitled “Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts.” This bulletin applied to the following vehicles equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalades and Escalade ESVs, 2015 Chevrolet Corvettes and Silverados, and 2015 GMC Sierras, Yukons, and Yukon XLs. In this bulletin, GM advised service personnel, “Some customers may comment on low mileage vehicles equipped with the 8L90 automatic transmission with shifts that feel too firm (harsh), slips or flares. Customers should be advised that the transmission makes use of an adaptive function that will help to refine the shift feel and improve shift quality while driving. Clearing the shift adapts without performing a Service Fast Learn should not be considered a repair procedure as the

transmission will simply relearn the previous settings.” GM also instructed, “The following should be used to determine what steps should be followed within this document. The 8-Speed transmission utilizes a total of 5 clutches to obtain all the ratios. Utilize the chart within this document to determine which clutch may require additional adaptive learning.” GM then provided service personnel with modified detailed instructions for diagnosing problematic shifts and performing the appropriate “relearn” functions to adapt the clutches. In this bulletin, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the bulletin, GM noted, “**Warranty Information.** For vehicles repaired under the Powertrain coverage, use the following labor operation. Reference the Applicable Warranties section of Investigate Vehicle History (IVH) for coverage information,” and listed the applicable labor code as 8480318.

89. In March 2017, GM issued Service Bulletin #14-07-30-001G, entitled “Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts.” This bulletin applied only to 2015 Chevrolet Corvettes equipped with 8L90 transmissions (RPO M5U). This bulletin was substantially the same as its predecessors, except that GM advised service personnel, “For all truck and utility applications with the 8L90 automatic transmission, refer to 16-NA-411 for the latest information for correcting low mileage harsh shifts. This bulletin only applies to the Corvette with 8L90 automatic transmission.” In this bulletin, GM explicitly contemplated that the Warranty would apply to the transmission repair.

At the bottom of the bulletin, GM noted, “**Warranty Information.** For vehicles repaired under the Powertrain coverage, use the following labor operation.

Reference the Applicable Warranties section of Investigate Vehicle History (IVH) for coverage information,” and listed the applicable labor code as 8480318.

3. TSB #16-NA-175

90. By at least May 31, 2016, GM knew that the 8L90 transmissions were wearing away prematurely, causing metal shavings and debris to build up in the transmission pan. TSB #16-NA-175, entitled “Shake and/or Shudder During Light Throttle Acceleration, Between 48 and 104 KM/H (30 and 65 MPH) at a Steady State,” applied to the following vehicles equipped with 8L90 transmissions (RPO M5U): 2016 Cadillac Escalades, 2016 Chevrolet Silverados, 2016 GMC Sierras, and 2016 GMC Yukons. In this TSB, GM advised service personnel as follows:

Some customers may comment on any of the following conditions.

A shake and/or shudder during light throttle acceleration between 48 and 104 km/h (30 and 65 mph) steady state driving when transmission is not actively shifting gears.

A shudder feeling that may be described as driving over rumble strips or rough pavement.

A shudder feeling that is evident in both Drive and M7 mode.

In the bulletin, GM provided instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder. GM advised service personnel first to flush the cooler lines and cooler, remove the transmission fluid pan, drain the transmission fluid, “clean the pan/magnet if any metallic particles present and replac[ing] filter

if debris is found,” and then install the transmission fluid pan and refill with new transmission fluid. GM advised service personnel to drain and refill the transmission fluid three times, removing and reinstalling the transmission fluid pan each time. GM further noted that personnel should use “NEW DEXRON HP Fluid” (GM Part No. 19331925).

91. On information and belief, GM issued an update to TSB #16-NA-175 on June 1, 2016, adding a breakpoint date.

92. On information and belief, GM issued an update to TSB #16-NA-175 on November 29, 2016, adding the 2017 model year and updated information to service personnel, including graphics, in the diagnosis instructions.

93. On February 27, 2017, GM issued an update to TSB #16-NA-175. This version applied to the following vehicles containing 8L90 (M5U, M5X) or 8L45 (M5T, M5N) transmissions: all GM passenger cars and trucks for model years 2015-2017 and Cadillac, Chevrolet, and GMC brands. GM advised personnel in this version:

Some customers may comment on any of the following conditions.

- A shake and/or shudder during light throttle acceleration between 48 and 104 km/h (30 and 65 mph) steady state driving when transmission is not actively shifting gears.
- A shudder feeling that may be described as driving over rumble strips or rough pavement.
 - For 2015-2016 vehicles, shudder feeling is evident in both Drive and M7 mode.

→ For 2017 vehicles, shudder feeling is evident in both Drive and L7 mode.

In this version of the TSB, GM provided detailed instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. GM also provided instructions for performing the triple flush procedure described in the first version of this TSB, noting that personnel should use Mobil 1 Synthetic LV ATF Dexron HP (Part No.19353429) fluid. GM further advised personnel, “Shudder should improve directionally right away, but for full affect the vehicle may need to be driven up to 200 miles (322 km). [sic] and at least two cold to hot drive cycles before determining if the fluid flush corrected the condition or not. Do not re-evaluate vehicle for additional customer shudder concerns until the vehicle has been driven 200 miles (322 km).”

94. On information and belief, GM issued an update to TSB #16-NA-175 on April 18, 2017, updating the instructions to service personnel for testing to determine whether the shudder is a TCC shudder.

95. On August 24, 2017, GM issued another update to TSB #16-NA-175, entitled “Shake and/or Shudder During Light Throttle Acceleration Between 25 and 80 MPH (40 and 128 KM/H) at a Steady State.” This version applied to the following vehicles containing 8L90 and 8L45 (RPOs M5U, M5T, M5N, M5X) transmissions: all GM passenger cars and trucks for model years 2015-2017 and Cadillac, Chevrolet, and GMC brands. GM advised personnel in this version:

Some customers may comment on any of the following conditions.

- A shake and/or shudder during light throttle acceleration between **40** and **128** km/h (**25** and **80** mph) steady state driving when transmission is not actively shifting gears.
- A shudder feeling that may be described as driving over rumble strips or rough pavement.
- Shudder feeling is evident in both Drive and M7 **MY15-16 & L7 MY17 mode.**

In this version of the TSB, GM provided detailed instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. GM also provided instructions for performing the triple flush procedure described in the first version of this TSB, using Dexron HP (Part No.19355656 – Synthetic) fluid. GM further advised personnel, “Shudder should improve directionally right away, but for full affect the vehicle may need to be driven up to 322 km (200 miles) and at least two cold to hot drive cycles before determining if the fluid flush corrected the condition or not. Do not re-evaluate vehicle for additional customer shudder concerns until the vehicle has been driven 322 km (200 miles).” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “For vehicles repaired under the Powertrain coverage, use the following labor operation,” listing the Labor Operation code as 8480478.

96. On September 19, 2017, GM issued an updated version of this TSB. This version applied to the following vehicles containing 8L90 and 8L45 (RPOs M5U, M5T, M5N, M5X) transmissions: all GM passenger cars and trucks for

model years 2015-2017 and Cadillac, Chevrolet, and GMC brands. GM advised personnel in this version:

Some customers may comment on any of the following conditions.

- A shake and/or shudder during light throttle acceleration between **40** and **128** km/h (**25** and **80** mph) steady state driving when transmission is not actively shifting gears.
- A shudder feeling that may be described as driving over rumble strips or rough pavement.
- Shudder feeling is evident in both Drive and M7 **MY15-16 & L7 MY17 mode.**

In this version of the TSB, GM provided detailed instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. In this version of the TSB, GM instructed service personnel to perform a single flush and drain procedure for all vehicles except the 2017 Chevrolet Colorado and the GMC Canyon. Specifically, GM instructed personnel to flush and drain the cooler, clean the pan and magnet, replace the transmission filter if needed, and circulate new transmission fluid. GM also instructed personnel to “clean the pan/magnet if any metallic particles [are] present and replace transmission filter is debris is found.” GM instructed personnel to use Mobil 1 Synthetic LV ATF DEXRON HP transmission fluid for this procedure. GM also provided instructions for performing the triple flush procedure described in the first version of this TSB for the 2017 Chevrolet Colorado and GMC Canyon. GM instructed personnel to use Mobil 1 Synthetic LV ATF DEXRON HP transmission

fluid for this procedure, but noted, “DEXRON VI transmission fluid may be used to flow and flush the transmission cooling system.” For all vehicles, GM advised personnel, “Shudder should improve directionally right away, but for full affect [sic] the vehicle may need to be driven up to 322 km (200 miles) and at least two cold to hot drive cycles before determining if the fluid flush corrected the condition or not. Do not re-evaluate vehicle for additional customer shudder concerns until the vehicle has been driven 322 km (200 miles).” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “For vehicles repaired under the Powertrain coverage, use the following labor operation,” listing the Labor Operation code as 8480478.

97. On information and belief, GM issued an update to TSB #16-NA-175 on October 4, 2017, updating the VIN breakpoints.

98. On December 1, 2017, GM issued another update to this TSB. This version applied to the following vehicles containing 8L90 and 8L45 (RPOs M5U, M5T, M5N, M5X) transmissions: all GM passenger cars and trucks for model years 2015-2018 and Cadillac, Chevrolet, and GMC brands. GM advised personnel in this version:

Some customers may comment on any of the following conditions.

- A shake and/or shudder during light throttle acceleration between 40 and 128 km/h (25 and 80 mph) steady state driving when transmission is not actively shifting gears.

- A shudder feeling that may be described as driving over rumble strips or rough pavement.
- Shudder feeling is evident in both Drive and M7 MY15-16 & L7 MY17 & MY18 mode.

In this version of the TSB, GM provided detailed instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. In this version of the TSB, GM instructed service personnel to perform a single flush and drain procedure for all vehicles except the 2017-2018 Chevrolet Colorado and the GMC Canyon. Specifically, GM instructed personnel to use filtered, compressed air to remove the transmission fluid from the transmission oil cooler lines, remove the transmission fluid pan and drain the transmission fluid, “clean the pan/magnet if any metallic particles [are] present and replace transmission filter,” and install the transmission fluid pan and refill with new Mobil 1 Synthetic LV ATF DEXRON HP transmission fluid. For the 2017-2018 Chevrolet Colorado and the GMC Canyon, the instructions were the same, except that after refilling the transmission fluid, GM instructed service personnel to drain the fluid and oil and re-install the transmission fluid pan and refill with new Mobil 1 Synthetic LV ATF DEXRON HP transmission fluid two more times. For the 2017-2018 Chevrolet Colorado and the GMC Canyon, GM also advised personnel, “DEXRON VI transmission fluid may be used to flow and flush the transmission cooling system. Compressed air should be used to remove any residual fluid from transmission cooler lines.” For all vehicles, GM advised personnel, “Shudder should improve directionally right away, but for full affect [sic] the vehicle may

need to be driven up to 322 km (200 miles) and at least two cold to hot drive cycles before determining if the fluid flush corrected the condition or not. Do not re-evaluate vehicle for additional customer shudder concerns until the vehicle has been driven 322 km (200 miles).” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “For vehicles repaired under the Powertrain coverage, use the following labor operation,” listing the Labor Operation code as 8480478.

99. On December 13, 2017, GM issued another version of TSB #16-NA-175. This version was substantially the same as its predecessor, except that GM retracted its advice to personnel that DEXRON VI transmission fluid may be used to flow and flush the transmission cooling system and that compressed air should be used to remove any residual fluid from transmission cooler lines.

100. On June 5, 2018, GM issued another version of TSB #16-NA-175. This version applied to the following vehicles containing 8L90 and 8L45 (RPOs M5U, M5T, M5N, M5X) transmissions: all GM passenger cars and trucks for model years 2015-2018 and Cadillac, Chevrolet, and GMC brands except the Chevrolet Colorado and GMC Canyon. GM advised personnel in this version:

Some customers may comment on any of the following conditions.

- A shake and/or shudder during light throttle acceleration between 25 and 80 mph (40 and 128 km/h) steady state driving when transmission is not actively shifting gears.
- A shudder feeling that may be described as driving over rumble strips or rough pavement.

- Shudder feeling is evident in both Drive and M7 MY15-16 & L7 MY17 & MY18 mode.

In this version of the TSB, GM provided detailed instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. In this version of the TSB, GM instructed service personnel to perform a single flush and drain procedure for all vehicles except the 2017-2018 Chevrolet Colorado and the GMC Canyon. Specifically, GM instructed personnel to use filtered, compressed air to remove the transmission fluid from the transmission oil cooler lines, remove the transmission fluid pan and drain the transmission fluid, “clean the pan/magnet if any metallic particles [are] present and replace transmission filter,” and install the transmission fluid pan and refill with new Mobil 1 Synthetic LV ATF DEXRON HP transmission fluid. GM advised personnel, “Shudder should improve directionally right away, but for full affect [sic], the vehicle may need to be driven up to 200 miles (322 km) and a minimum of two cold to hot drive cycles before determining if the fluid flush corrected the condition or not. Do not re-evaluate vehicle for additional customer shudder concerns until the vehicle has been driven 200 miles (322 km).” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “For vehicles repaired under the Powertrain coverage, use the following labor operation,” listing the Labor Operation code as 8480478.

101. On information and belief, GM issued an update to TSB #16-NA-175 on September 4, 2017, adding a “Parts Information” section.

102. On October 11, 2018, GM issued the thirteenth version of TSB #16-NA-175. This version applied to the following vehicles containing 8 speed automatic transmissions: 2016-2019 Cadillac ATS (M5N, M5U); 2016-2018 Cadillac CT6 (M5N, M5U); 2016-2019 Cadillac CTS 9M5N, M5U); 2015-2017 Cadillac Escalades (M5U); 2016-2019 Chevrolet Camaros (M5T); 2016-2018 Chevrolet Camaros (M5U); 2019 Chevrolet Colorados (M5T); 2015-2019 Chevrolet Corvettes (M5U); 2015-2018 Chevrolet Silverados (M5U, M5X); 2015-2017 GMC Yukons (M5U); 2019 GMC Canyons (M5T); 2015-2018 GMC Sierras (M5U, M5X). GM advised personnel in this version:

Some customers may comment on any of the following conditions.

- A shake and/or shudder during light throttle acceleration between 25 and 80 mph (40 and 128 km/h) steady state driving when transmission is not actively shifting gears.
- A shudder feeling that may be described as driving over rumble strips or rough pavement.
- Shudder feeling is evident in both Drive and M7 MY15-16 & L7 MY17 & MY18 mode.

GM noted:

Important: Do NOT replace the torque converter or transmission assembly for this condition. Engineer reviews have proven that replacing the torque converter does not provide a long-term solution to TCC shudder. A revised service procedure will be released in Q1 of 2019. If the vehicle experiences a repeat shudder condition, this document should be followed again.

In this version of the TSB, GM provided detailed instructions for diagnosing the shudder as a TCC (torque converter clutch) shudder using picoscope and NVH software. In this version of the TSB, GM instructed service personnel to perform a single flush and drain procedure. Specifically, GM instructed personnel to use filtered, compressed air to remove the transmission fluid from the transmission oil cooler lines, remove the transmission fluid pan and drain the transmission fluid, “clean the pan/magnet if any metallic particles [are] present,” and install the transmission fluid pan and refill with new Mobil 1 Synthetic LV ATF DEXRON HP transmission fluid. GM advised personnel, “Shudder should improve directionally right away, but for full affect [sic] the vehicle may need to be driven up to 200 miles (322 km) and at least two cold to hot drive cycles before determining if the fluid flush corrected the condition or not. Do not re-evaluate vehicle for additional customer shudder concerns until the vehicle has been driven 200 miles (322 km).” In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “For vehicles repaired under the Powertrain coverage, use the following labor operation,” listing the Labor Operation code as 8480478.

4. #PIP5405

103. In June 2016, GM issued preliminary information service bulletin #PIP5405, with the subject line “Surge Misfire Feeling Sensation During Highway Steady State Driving.” It applied to the following vehicles with 5.3L or 6.2 L83, L86, LT1, and LT4 engines and MU5 8 speed automatic transmissions: 2014

Chevrolet Corvettes and Silverados; 2016 Chevrolet Camaros; 2014-2016 GMC Sierras; 2015-2016 Chevrolet Tahoes and Suburbans; 2015-2016 GMC Yukons and Yukon XLs; 2015-2016 Cadillac Escalades; and 2016 Cadillac CTS-Vs. In this bulletin, GM noted that customers might experience “[a] concern of surge misfire feeling sensation during highway steady state driving in manual mode or automatic, typically 6th, 7th, 8th gear accelerating 1000 to 2500 rpm under load. TCC engaged, no misfire data or P0300 codes present.” In the bulletin, GM advised that if these symptoms are presented, the vehicle “is operating as [d]esigned.” GM further advised:

The normal operation of engines and transmissions generate various vibrations and engine and transmission mounts try to isolate those vibrations from the rest of the vehicle. While the mounts do a great job of isolating most vibrations there may still be certain engine loads and rpm's that generate vibrations that customers may feel in the vehicle. Changes in engine load or rpm will change the vibrations produced making it more or less apparent to occupants in the vehicle. When issues of this nature are encountered, like equipped vehicles should be compared, and if consistent results are identified, this should be considered a “normal” characteristic of the vehicle.

104. GM issued another version of this bulletin, #PIP5405A, in June 2016. This bulletin was substantively the same as its predecessor, except it applied to the following models with 6.2L, LT1 and LT4 transmissions and 8-speed automatic transmissions: 2014-2016 Chevrolet Corevettes; 2016 Chevrolet Camaros; and 2016 Cadillac CTS-Vs.

5. TSB #16-NA-014

105. On June 28, 2016, GM issued TSB #16-NA-014, entitled “Delayed

Engagement After Sitting With Engine Off.” A note at the bottom of this TSB indicated that it was the third version of this TSB. Previous versions were released on April 22, 2016, June 16, 2016, and November 17, 2016. This TSB applied to the following vehicles for model years 2015-2016: certain Cadillac Escalades and Escalade ESVs with 8L90 transmissions; certain Cadillac ATS and CTS with 8L45 or 8L90 transmissions; certain Chevrolet Camaros with 8L45 or 8L90 transmissions; certain Chevrolet Corvettes with 8L90 transmissions; certain Chevrolet Silverados with 8L90 transmissions; certain GMC Sierras with 8L90 transmissions; certain GMC Yukons with 8L90 transmissions; and certain GMC Yukon XLs with 8L90 transmissions. GM advised personnel as follows:

Some customers may comment on a condition of delayed engagement when the transmission is shifted from Park to Reverse or Park to Drive after the vehicle has been sitting with the engine off. This condition may typically occur after several hours or more commonly overnight.

Customers may describe this condition as:

- Vehicle delaying into gear.
- Not wanting to move.
- Feeling like the transmission is slipping.
- Delayed engagement followed by a harsh engagement.

Operation will be normal for the subsequent engagements throughout the day and the condition will not occur until the vehicle sits again with the engine off for several hours or overnight.

GM noted, “This condition may be caused by the torque converter draining the transmission fluid back into the transmission pan.” GM recommended that service personnel address the problem by replacing parts of the transmission and/or the

transmission pan, depending on the symptoms described by the customer. In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted that for vehicles repaired under the Warranty, service personnel should use Labor Operation code 8465020.

106. GM issued another version of this TSB on November 17, 2016. This version was substantially the same as its predecessor, but contained updated instructions for replacing parts of the transmission and/or the transmission pan.

6. PIE0405

107. On April 7, 2017, GM issued #PIE0405. This engineering information bulletin was entitled, “Engineering Information—Torque Converter Shudder.” It applied to the following vehicles for model year 2017 and VINs beginning on March 1, 2017, for transmissions 8L90 (M5U, M5X) and 8L45 (M5T, M5N): Cadillac ATS, CT6, CTS, and Escalades; Chevrolet Camaros, Colorados, Corvettes, and Silverados; and GMC Canyons, Sierras, and Yukons. In this bulletin, GM advised, “Some customers may comment on a shake or shudder while driving.” GM further advised service personnel, “GM Engineering is attempting to determine the root cause of the above condition. Engineering has a need to gather information on vehicles PRIOR to repair that may exhibit this condition. As a result, this information will be used to ‘root cause’ the customer’s concern and develop/validate a field fix.” In this bulletin, GM instructed service personnel, “If you encounter a vehicle with the above concern, refer to the diagnosis instructions outlined in Bulletin number 16-NA-175 to confirm torque converter shudder.” The

bulletin advised service personnel that once they had confirmed the torque converter shudder, they should contact one of two engineers to report on their findings. GM explicitly contemplated that the Warranty would apply to the transmission diagnosis. At the bottom of the bulletin, GM provided a Labor Operation code to use if the vehicle was under Warranty: Labor Code 8480618.

108. On September 21, 2017, GM issued an updated version of this bulletin: #PIE0405A. This bulletin was substantively the same as its predecessor, except that it also applied to 2018 model year Cadillac ATS, CT6, CTS, and Escalades; 2018 model year Chevrolet Camaros, Colorados, Corvettes, and Silverados; and 2018 GMC Canyons and Sierras.

109. GM then issued an updated version of this bulletin: #PIE0405B. This version was substantively the same as its predecessor, except it emphasized that it applied to vehicles built after March 1, 2017. It also included the following note: “If the vehicle you’re working on was built before March 1, 2017 use TSB 16-NA-175 for diagnostics.”

110. On January 26, 2018, GM issued an updated version of this bulletin: #PIE0405C. This bulletin applied to the same vehicles as its predecessor, but instead of instructing GM personnel to diagnose the root cause of the shudder, the bulletin simply stated, “If you encounter a vehicle with the above condition, refer to the latest version of 16–NA-175.”

7. TSB #18-NA-355

111. On January 17, 2019, GM issued TSB 18-NA-355, entitled “Shake

and/or Shudder During Light Throttle Acceleration Between 25 and 80 MPH (40 and 128 KM/H) at Steady Speed,” which applied to the following vehicles equipped with 8L45 or 8L90 transmissions: 2016-2019 Cadillac ATS and CTS, 2016-2018 Cadillac CT6, and 2015-2017 Cadillac Escalades; 2016-2019 Chevrolet Camaros, 2017-2019 Chevrolet Colorados, 2015-2019 Chevrolet Corvettes, 2015-2018 Chevrolet Silverados; 2017-2019 GMC Canyons, 2015-2018 GMC Sierras, and 2015-2017 GMC Yukons. In this TSB, GM advised its service personnel:

Some customers may comment on any of the following conditions:

- A shake and/or shudder during light throttle acceleration between 25 and 80 mph (40 and 128 km/h) steady state driving when transmission is not actively shifting gears.
- A shudder feeling that may be described as driving over rumble strips or rough pavement.

Shudder feeling is evident in both Drive and M7 (MY15-16) and L7 (MY17/MY18) mode.

GM advised service personnel first to determine whether the vibration was “TCC [torque converter clutch] shudder” using a picoscope. GM advised that if the cause of the vibration is TCC shudder, service personnel should flush the transmission.

The TSB issued by GM contained images of the transmission flush equipment that GM service personnel should use to flush the transmissions, and gave specific, illustrated instructions for triple flushing and exchanging the transmission fluid in the Colorado, Canyon, Silverado, Sierra, Yukon Denali and Escalade models with “new blue label Mobil 1 Synthetic LV ATF HP fluid.” GM further advised service

personnel to “[p]erform the Transmission Fluid Level and Condition Check outlined below in this procedure.”

The TSB 18-NA-355 issued by GM also gave detailed, illustrated instructions for triple flushing and exchanging the transmission fluid in the Camaro, CTS and ATS models not equipped with a rear differential cooler. GM again noted, “The exchange process is required to obtain proper level of new blue label Mobile 1 Synthetic LV ATF HP fluid,” and advised personnel to “[p]erform the Transmission Fluid Level and Condition Check outlined below in this procedure.”

The TSB 18-NA-355 issued by GM further gave detailed, illustrated instructions for triple flushing and exchanging the transmission fluid in the Camaro, CTS and ATS models equipped with a rear differential cooler. GM again noted, “The exchange process is required to obtain proper level of new blue label Mobile 1 Synthetic LV ATF HP fluid.”

The TSB 18-NA-355 issued by GM further gave detailed, illustrated instructions for triple flushing and exchanging the transmission fluid in the Corvette and CT6 models. GM again noted, “The exchange process is required to obtain proper level of new blue label Mobile 1 Synthetic LV ATF HP fluid,” and further noted, “**Important: The Drain and Fill Procedure Will Need to be Performed Three Times.**” GM further advised service personnel to “[p]erform the Transmission Fluid Level and Condition Check outlined below in this procedure.”

The TSB contained instructions for performing the Transmission Fluid Level and Condition Check. It also provided parts information for service personnel to reference. Finally, GM explicitly contemplated that this TSB would apply to vehicles covered under the Warranty. GM noted in the TSB, “For vehicles repaired under the Powertrain coverage, use the following labor operation. Reference the Applicable Warranties section of Investigate Vehicle History (IVH) for coverage information.” The labor operation codes were set out in a table.

112. For a period of time, GM advised its service personnel that because the 8-speed automatic transmissions are “adaptive,” they needed to “learn” the drivers’ individual driving habits in order to shift smoothly and predictably. But by October 11, 2018, GM admitted to its dealers that it had not yet developed a permanent solution to the Transmission Defect that affects all passenger cars and trucks equipped with the 8L45 or 8L90 transmissions, despite having been aware of the problem since at least October 2015.

8. Other Bulletins

113. From at least September 30, 2015 to November 20, 2018, GM issued more than a dozen additional bulletins regarding the Transmission Defect.

114. On January 25, 2016, GM issued TSB #16-NA-019, entitled “Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts, Slips, or Flares.” This TSB applied to all 2016 passenger cars and trucks branded Buick, Cadillac, Chevrolet, or GMC, and equipped with 8L90 or 8L45 automatic transmissions (RPOs M5U, M5T, M5N, M5X). GM noted in this

TSB, “Some customers may comment on low mileage vehicles with an automatic transmissions [sic] that they shifting may feel too firm (harsh), slips, or flares. Customers should be advised that the transmission makes use of an adaptive function that will help to refine the shift feel while driving and improve shift quality.” The bulletin then provided an explanation of the Hydra-Matic 8-speed transmission’s adaptive learning functions, as well as detailed instructions for resetting and “relearning” each shift. GM explicitly contemplated that this bulletin would apply to vehicles covered under the Warranty. GM noted that for vehicles under Warranty, service personnel should use Labor Operation code 8480318.

115. On January 29, 2016, GM issued TSB #15-NA-007, entitled “Firm Garage Shifts, Start Up Clunk, DTC P16F3 (Reprogram TCM)³¹.” This TSB applied to the following vehicles from model years 2015-2016 with 8L90 (M5U) transmissions: Cadillac Escalades; Chevrolet Corvettes and Silverados; GMC Sierras; and GMC Yukons. In this TSB, GM advised personnel:

Some customers may comment on any of the following conditions:

- Firm garage shifts, Park to Drive or Park to Reverse after the vehicle has be [sic] sitting for several hours with the engine off.
- A clunk noise that occurs as the engine starts or immediately after engine start.

³¹ “TCM” stands for “transmission control module” and is a computer that processes transmission signals to regulate the transmission’s gear shifting. Like most computers, it runs software and can be programmed.

- An Illuminated MIL where DTC P16F3 is found as an active or history DTC.

GM advised personnel that a revised calibration had been developed to address these concerns, and further instructed, “Update the transmission control module (TCM) using the Service Programming System (SPS) with the latest software available on TIS2WEB.” GM explicitly contemplated that this bulletin would apply to vehicles covered under the Warranty. GM noted that for vehicles under Warranty, service personnel should use Labor Operation code 2810175. On information and belief, this was the fourth version of this TSB. Previous versions were released on September 30, 2015, October 21, 2015, and January 22, 2016.

116. In February 2016, GM issued #PIE0353. This preliminary information bulletin was entitled, “Engineering Information—Shake or Shudder on Light Throttle Acceleration or Steady State Cruise.” It applied to the 2016 Chevrolet Silverados and the 2016 GMC Sierras equipped with the 8L90 (RPO M5U) transmission and 5.3 Engine (RPO L83). In this bulletin, GM advised, “Some customers may comment on a shake or shudder on light acceleration or steady state cruise.” GM further advised service personnel, “GM Engineering is attempting to determine the root cause of the above condition. Engineering has a need to gather information on vehicles PRIOR to repair that may exhibit this condition. As a result, this information will be used to ‘root cause’ the customer’s concern and develop/validate a field fix.” The bulletin contained instructions for observing the

TCC (torque converter clutch) slip and advised service personnel to gather the resulting observations and contact one of two engineers to report on their findings. GM explicitly contemplated that the Warranty would apply to the transmission diagnosis. At the bottom of the bulletin, GM provided a Labor Operation code to use if the vehicle was under Warranty: Labor Code 8480428.

117. On June 28, 2016, GM issued TSB #16-NA-213, entitled “Diagnostic Tip for Harsh Shifts After Mileage Accumulation Without Previous Transmission Repairs and/or Calibration Updates.” This TSB applied to the following 2015-2016 vehicles equipped with 8L90 and 8L45 automatic transmissions (RPOs M5U, M5T, M5N): Cadillac Escalades; Cadillac ATS, ATS V, CTS, and CTS V; Chevrolet Corvettes and Silverados; and GMC Sierras. In this bulletin, GM advised service personnel that customers may comment that the transmission “has developed a harsh shift.” GM further advised that some transmissions built between July 1, 2015 and September 14, 2015 may have “a suspect Clutch Control Solenoid,” and should have the valve body replaced.

118. On November 15, 2016, GM issued bulletin #PIP5437A, entitled “8L45 8L90 Diagnostic Tips for Harsh Shifts. This bulletin applied to 2015-2017 Cadillac Escalades and Escalade ESVs with 8L90 transmissions, 2016-2017 Cadillac ATS, ATS-V, CTS, and CTS-Vs with 8L45 or 8L90 transmissions, 2015-2017 Chevrolet Corvettes and Silverados with 8L90 transmissions, 2016-2017 Chevrolet Camaros with 8L45 and 8L90 transmissions, and 2015-2017 GMC

Sierras and Yukons with 8L90 transmissions. In this bulletin, GM noted, “Some customers may comment on the transmission in their vehicle is not shifting correctly,” and that “This condition may be caused by one or more clutch fill times not completely learned in the TCM.” GM proceeded to advise personnel to check for diagnostic trouble codes and complete a test drive with the vehicle in an attempt to duplicate the customer’s concern. Depending on the brand and model of vehicle, GM advised service personnel to perform various types of TCM calibrations. GM also advised service personnel to refer to various other bulletins for information on how to perform “relearn” processes on the transmissions’ adaptive learning functions. GM further noted, “Transmissions that continue to experience shift quality issues in both Drive and Manual Mode 7th Gear after completing the learn process or developed a poor quality shift after mileage accumulation has developed should have the transmission pan removed and inspected for excessive clutch debris.” A note at the bottom of this bulletin indicated that it was the second version of this bulletin, and that a previous version had been released on November 14, 2016.

119. On January 20, 2017, GM issued TSB #16-NA-411, entitled “Harsh 1-2, Harsh 3-1 Decel Downshift, Harsh Downshifts Under Heavy Throttle, AFM Transition and Step In Clunk During Downshift.” This TSB applied to 2015-2016 Cadillac Escalades, Chevrolet Silverados, and GMC Sierras and Yukons, all with L86 engines and 8L90 transmissions. In this TSB, GM noted that some customers

may comment that they are experiencing one or more of the following conditions regarding their transmission:

- Harsh 1-2 upshift (except for the first 1-2 upshift of the day)
- Harsh 3-1 downshift when de-accelerating to a stop
- Harsh downshift under heavy throttle apply
- Active Fuel Management (AFM) V4 to VB transition harshness
- Coast down downshifts

GM advised service personnel that new software had been developed to address these conditions, and further advised service personnel to install the new software and perform “relearn” procedures on the shifts. GM noted, “The transmission may exhibit poor shift quality until the clutch values are learned.” GM provided detailed instructions to service personnel for programming the transmission control module. However, GM also noted that this correction procedure would not correct several shifting-related complaints, including “Shift quality of the first 1-2 shift of the day,” “Power-On lift foot upshifts (Heavy throttle application followed by a closed throttle application which results in a transmission up shift),” “Engine or Chassis induced vibrations.” TCC Shudder (Refer to PIP5337 and Bulletin 16-NA-175),” “Delayed/slow engagement (Refer to Bulletins 16-NA-014 and 16-NA-364),” and “Engine or Chassis induced vibrations.” GM explicitly contemplated that this bulletin would apply to vehicles covered under the Warranty. GM noted, “For vehicles repaired under warranty, use” Labor Operation code 8480578. A note at

the bottom of this TSB indicated that it was the second version of the TSB. A previous version was issued on January 20, 2017.

120. On March 3, 2017, GM issued Bulletin #14-07-30-001G, entitled “Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts.” On information and belief, this was the seventh version of this bulletin. Bulletin #14-07-30-001G applied to the 2015 Chevrolet Corvette, equipped with the 8L90 transmission (RPO M5U). In this bulletin, GM noted, “Some customers may comment on low mileage vehicles equipped with the 8L90 automatic transmission with shifts that feel too firm (harsh), slips or flares. Customers should be advised that the transmission makes use of an adaptive function that will help to refine the shift feel and improve shift quality while driving. Clearing the shift adapts without performing a Service Fast Learn should not be considered a repair procedure as the transmission will simply relearn the previous settings.” The bulletin then provided an explanation of the Hydra-Matic 8-speed transmission’s adaptive learning functions, as well as detailed instructions for resetting and “relearning” each shift. GM explicitly contemplated that this bulletin would apply to vehicles covered under the Warranty. GM noted, “For vehicles repaired under the Powertrain coverage, use the following labor operation. Reference the Applicable Warranties section of Investigate Vehicle History (IVH) for coverage information,” and listed labor code 8480318.

121. In April 2017, GM issued TSB #16-NA-404, with the subject line “Harsh Shift, Delayed Shift, Unwanted Downshift, Transmission Stuck in One Gear, Erratic Shifting, Hesitation or Have a Malfunction Indicator Lamp (MIL) Illuminated - DTC P0747, P0777, P0797, P2715 or P2724 May Be Set Current or History in Transmission Control Module.” This TSB applied to the following 2017 Cadillacs: ATS and CTS built before December 6, 2016, CT6 (Excluding RPO I16) built before November 17, 2016, and Escalades built before December 16, 2016, all with automatic 8L45 and 8L90 transmissions (M5T, M5N, M5U, M5X). It also applied to the following 2017 Chevrolets: Camaros built before December 6, 2016, Corvettes built before December 8, 2016, and Silverados, Suburbans (excluding RPO I16), and Tahoes (Excluding RPO I16) built before December 16, 2016, all with automatic 8L45 and 8L90 transmissions (M5T, M5N, M5U, M5X). It also applied to 2017 GMC Sierras and Yukons (excluding RPO I16) built before December 16, 2016, with automatic 8L90 transmissions (M5U, M5X). GM noted that customers may comment that they are experiencing “one or more of the following conditions:”

- Harsh shift
- Delayed shift
- Unwanted downshift
- Transmission stuck in one gear
- Erratic shifting

- Hesitation between shifts
- MIL illuminated

GM noted that service personnel might find that the affected vehicle's computer displayed certain diagnostic codes. GM noted, "This condition may be caused by a calibration anomaly in the Transmission Control Module (TCM)." And advised personnel that the correction was to reprogram the TCM with the latest software. GM explicitly contemplated that this bulletin would apply to vehicles covered under the Warranty. GM noted, "For vehicles repaired under warranty, use" Labor Operation code 2810175. A note at the bottom of this bulletin indicated that this was the second version of this TSB. A previous version was issued on April 7, 2017.

122. On June 12, 2017, GM issued bulletin #PIE0419, entitled "Engineering Information - Proceed Only If Diagnostics and Root Cause Activities Have Determined A Transmission Assembly Replacement." GM noted, "Proceed)111ith this EI ONLY if the Technician has determined that a transmission replacement is required to repair the vehicle. If the Technician does not need to replace the transmission to repair the vehicle, disregard the PI and proceed with the repair as found in published service information." This bulletin applied to 2017 Cadillac ATS, CTS, and Escalades, 2017 Chevrolet Camaros, Colorados, Corvettes, Silverados, Suburbans, and Tahoes, and 2017 GMC Canyons, Sierras, and Yukons, containing any type of engine and 8L45, 8L90, 6L80 or 6L90

transmissions. GM noted, “Some customers may comment on harsh, delayed, and/or improper shifts,” and advised service personnel, “GM Engineering has a need to gather information on vehicles PRIOR to a transmission replacement. As a result, this information will be used to help determine a more robust ‘root cause’ process.” GM instructed service personnel to contact a particular engineer if the problem is diagnosed in a vehicle with an 8-speed automatic transmission. GM explicitly contemplated that this bulletin would apply to vehicles covered under the Warranty. GM noted that for vehicles examined under warranty, use Labor Operation code 8480628.

123. On July 21, 2017, GM issued TSB #16-NA-361, entitled “Information on Transmission Harsh 1-2 Shift Upon First Start Up/Shift of the Day Under Light Throttle.” This TSB applied to the following Cadillac models: 2016-2017 ATS, CTS, and CT6, and 2015-2017 Escalades, with automatic 8L45 and 8L90 (M5T, M5N, M5U, M5X) transmissions. It also applied to the following Chevrolet models: 2016-2017 Camaros, 2017 Colorados (VIN S, T), 2015-2017 Corvettes, and 2017 Expresses and Silverados, with automatic 8L45 and 8L90 (M5T, M5N, M5U, M5X) transmissions. It also applied to the following GMC models: 2017 Canyons, 2017 Savanas, and 2015-2017 Sierras and Yukons, with automatic 8L45 and 8L90 (M5T, M5U, M5X) transmissions. In this TSB, GM noted, “Some customers may comment that the transmission exhibits a harsh 1-2 shift on the first shift of the day, typically under light throttle.” GM further noted, “This condition

is due to the initial clutch fill time of the 2-3-4-6-8 (C4) clutch.” GM advised service personnel, “**Important:** Replacing transmission components or complete assemblies will not improve the condition.” GM proceeded to explain that “the first 1-2 shift of the day may be harsh,” but that service personnel should not replace any parts for this condition. GM claimed, “This condition will not impact the designed performance or reliability of the vehicle.” A note at the bottom of this TSB indicated that this was the fourth version of this TSB. Previous versions were issued on November 18, 2016, April 6, 2017, and July 20, 2017.

124. On June 5, 2018, GM issued TSB #18-NA-177, entitled “Shake and/or Shudder During Light Throttle Acceleration Between 25 and 80 MPH (40 and 128 KM/H) at Steady Speed.” This TSB applied to 2017-2018 Chevrolet Colorados and GMC Canyons built before June 1, 2018 and equipped with 8L45 (M5T) 8-speed automatic transmissions. In this TSB, GM noted that some customers may comment that they are experiencing the following conditions:

- A shake and/or shudder during light throttle acceleration between 25 and 80 mph (40 and 128 km/h) steady state driving when transmission is not actively shifting gears.
- A shudder feeling that may be described as driving over rumble strips or rough pavement.

GM noted, “Shudder feeling is evident in both Drive and M7 mode.” GM advised service personnel first to determine whether the vibration was “TCC [torque converter clutch] Shudder” using picoscope and NVH software. GM advised that if the cause of the vibration is TCC shudder, service personnel should replace the

torque converter assembly, remove the transmission oil pan and drain all fluid and discard, replace the transmission oil filter, clean the transmission oil pan and magnet, and reinstall the transmission oil pan and fill the transmission with Mobil 1 Synthetic LV ATF DEXRON HP transmission fluid. In this update, GM explicitly contemplated that the Warranty would apply to the transmission repair. At the bottom of the TSB, GM noted, “For vehicles repaired under the Powertrain coverage, use the following labor operation,” listing the Labor Operation code as 8480768.

125. On September 11, 2018, GM issued TSB #18-NA-235, entitled “Information on Surge, Chuggle, Misfire, Fishbite, Shudder Feel During Driving Maneuvres.” This bulletin applied to the following vehicles: 2015-2017 Cadillac Escalades with 6.2L engines and 8L90 (M5U) transmissions; 2015-2018 Chevrolet Silverados with 5.3 (L83) and 6.2 (L86) engines and 8L90 (M5U, M5X) transmissions; 2019 Silverado 1500s (new models) with 5.3 (L84) engines and 8L90 (MQE) transmissions; 2019 Chevrolet Suburbans with 5.3 (L83) and 6.2 (L86) engines and 8L90 (M5U) transmissions; 2018-2019 Chevrolet Tahoes with 5.3 (L83) and 6.2 (L86) engines and 8L90 (M5U) transmissions; 2015-2018 GMC Sierras with 5.3 (L83, L84) and 6.2 (L86) engines and 8L90 (M5U, M5X, MQE) transmissions; 2019 GMC Sierra 1500s (new models) with 5.3 (L84) engines and 8L90 (MQE) transmissions; and 2015-2017 Yukons with 6.2 (L86) engines and 8L90 (M5U) transmissions. In this TSB, GM noted that some customers may

comment on a surge, chuggle, misfire, fishbite, shudder concern while traveling under the following conditions:

- A Steady road speed between approximately 35 and 55 mph (56-89 km/h)
- TCC applied
- Light steady throttle conditions
- TCC slip is steady (10-25 rpm)

GM advised service personnel that “[i]f TCC slip is steady and there are no misfires, the condition should be considered characteristic of the vehicle and no repairs should be attempted.” A note at the bottom of the TSB indicated that this was the third version of this TSB. Previous version were released on July 20, 2018, August 8, 2018, and September 10, 2018.

126. On November 20, 2018, GM released TSB #18-NA-356, entitled “Vibration and/or Noise Heard During Hard Acceleration at Speeds of 77 km/h (48 mph) to 83 km/h (52 mph). This TSB applied to 2015-2018 Chevrolet Colorados and GMC Canyons with 3.6L (RPO LGZ) engines and 8L45 (RPO M5T) transmissions. In this TSB, GM noted, “Some customers may comment on a vibration and/or noise heard during hard acceleration at speeds of 77 km/h (48 mph) to 83 km/h (52 mph).” GM advised service personnel, “This condition may be caused when the driveline angles get extreme during axle wind up resulting in 2nd order vibration.” GM further advised personnel that this could be corrected by

installing a tapered shim between the axle and leaf spring to adjust the angle following the procedure below.” GM proceeded to provide detailed instructions to personnel on how to install the shim.

H. Despite Opportunities, GM Failed to Inform Potential Purchasers or Lessees of the Transmission Failure.

127. Despite having a wide variety of options for informing potential purchasers or lessees of the Transmission Defect, GM has concealed its knowledge of the Defect and has never disclosed it. For example, GM has an extensive website for consumers interested in GM-brand vehicles. Under the tab “SHOP,” consumers can select the make and model of GM-brand car they wish to investigate. The webpages displayed when the consumer clicks on a particular type of vehicle do not inform consumers of the transmission defect.

128. Within the “SHOP” tab, consumers can click on an “FAQ” tab. The FAQs contain no references to the Transmission Defect.

129. The website also contains links to the websites of GM-owned brands, such as Chevrolet, GMC, and Cadillac. These websites do not contain any warnings to consumers or information about the Transmission Defect.

130. The websites for individual GM-owned brands contain tabs for consumers to locate a dealer. These dealers also have information about the 8L45 and 8L90 transmissions, provided to them by GM. As detailed below, these dealers did not apprise Plaintiffs or similarly situated consumers about the Transmission Defect.

131. The websites for individual GM-owned brands also contain links to brochures to vehicle protection plans.³² While these protection plans list “transmission” as one of the car parts potentially covered under a warranty, the brochures do not and did not apprise Plaintiffs or similarly situated consumers about the Transmission Defect.

132. Individual GM-owned brands, including Chevrolet and Cadillac, also have YouTube channels displaying their vehicles in action.³³ These videos provide information about vehicles equipped with 8L45 and 8L90 transmissions that prospective purchasers could review. The videos on the GM-owned brand channels do not disclose any information about the Transmission Defect.

I. Plaintiffs’ Experiences

1. Richard Francis

133. Plaintiff Richard Francis purchased his 2017 GMC Yukon Denali at an authorized Buick dealership—Glen Buege Buick GMC in Lansing, Michigan—on August 22, 2017. At the time of his purchase he had browsed vehicles in his authorized dealership and discussed his purchase with an authorized Buick dealer. At all times, Plaintiff Francis operated his vehicle properly and in a foreseeable manner.

³² See, e.g., <https://www.chevrolet.com/content/dam/chevrolet/na/us/english/index/owners/warranty/02-pdfs/gmqd16clx70-chevy-protection-plan-brochure.pdf>

³³ See, e.g., <https://www.youtube.com/user/cadillac>

134. Almost immediately after Mr. Francis made his purchase, his Yukon Denali began jerking, harsh shifting, shuttering, and surging. In particular, Mr. Francis' Yukon Denali lurches and downshifts hard.

135. Mr. Francis has given his authorized GMC dealership notice of the Transmission Defect. When Mr. Francis brought his vehicle in for an oil change, he called and let the dealership know that he had been experiencing difficulty with his transmission. He also brought his vehicle to his authorized dealership on March 25, 2019 to discuss the transmission issue. His dealership performed a software update, but this did not resolve the Transmission Defect. Mr. Francis' vehicle has continued to show symptoms of the Transmission Defect. Mr. Francis' vehicle is still covered by the Warranty.

136. GM did not disclose the Transmission Defect to Mr. Francis at any time prior to his purchase of his vehicle. Had GM disclosed the Transmission Defect in its advertising materials, at its dealership, or to its dealers, Mr. Francis would have learned of that material information, and would not have purchased his Yukon Denali or paid the price he paid for it.

2. **Wesley Won**

137. Plaintiff Wesley Won purchased his 2016 Cadillac Escalade at an authorized Cadillac dealership—Stewart Chevrolet Cadillac in Colma, California-- on May 11, 2017. At the time of his purchase he had reviewed Cadillac marketing materials and also discussed his purchase with an authorized Cadillac dealer. At all times, Plaintiff Won operated his vehicle properly and in a foreseeable manner.

138. Approximately six months after Mr. Won purchased his Escalade, the vehicle began to shift hard between first and second gear, especially when the vehicle was cold. Mr. Won's Escalade also sometimes hesitates around 1st or 2nd gear, as though it's about to stall. When Mr. Won drives on the freeway, when the transmission is supposed to kick down, the transmission bogs down, as though it doesn't know what to do. His vehicle also shudders and vibrates.

139. When Mr. Won tries to accelerate but his Escalade hesitates between gears, Mr. Won feels unsafe on the road. For the moment when his transmission hesitates, his vehicle doesn't have any power, and he doesn't know whether the car is about to die or begin accelerating faster than he expects.

140. Mr. Won has given his authorized Cadillac dealership notice of the Transmission Defect. On March 27, 2018, Mr. Won brought his Escalade back to the Stewart Chevrolet Cadillac dealership where he bought his for an oil change and to ask about the transmission. At that time, Mr. Won's vehicle had 7,224 miles on the odometer and was covered by the Warranty. On the service invoice, the dealership noted, "Customer states at times getting on freeway under load transmission hits hard." The dealership further noted, "Technician was unable to verify customer's concern," and "Technician performed scan check and noted no fault codes in system. Also no service bulletins for this concern. Technician road tested vehicle and was unable to verify concern. No repairs made at this time. Recomend [sic] customer come in and road test with technician." However, this

did not resolve the Transmission Defect, and Mr. Won's vehicle has continued to show symptoms of the Transmission Defect.

141. GM did not disclose the Transmission Defect to Mr. Won at any time prior to his purchase of his vehicle. Had GM disclosed the Transmission Defect in its advertising materials, on its websites, or to its dealers, Mr. Won would have learned of that material information, and would not have purchased his Escalade or paid the price he paid for it.

3. *Dennis Speerly*

142. Plaintiff Dennis Speerly purchased his 2017 GMC Canyon at an authorized Chevrolet dealership—DeKalb Sycamore Chevrolet in Sycamore, IL—on or around April 14, 2017. At the time of his purchase he had reviewed GMC marketing materials and also discussed his purchase with an authorized GMC dealer. At all times, Plaintiff Speerly operated his vehicle properly and in a foreseeable manner.

143. Approximately 4 months after purchasing his vehicle, Mr. Speerly's GMC Canyon began vibrating, shuttering, and surging, especially when the vehicle was driven at about 50 to 60 MPH. The vehicle would also make a knocking noise when Mr. Speerly began to drive after the engine had been off. The vehicle also hesitated upon acceleration, as though it were stuck in gear.

144. Mr. Speerly has given his authorized Chevrolet dealership notice of the Transmission Defect. On January 13, 2018, Mr. Speerly brought his vehicle back to the authorized dealership where he purchased it in order to have the

transmission inspected. At that time, the vehicle had 13,482 miles on the odometer and was covered by the Warranty. Upon assessing Mr. Speerly's vehicle, the dealership noted that it "verified" Mr. Speerly's concern, and that service personnel consulted TSB 16-NA-175. Pursuant to that bulletin, the dealership flushed and drained the transmission fluid in Mr. Speerly's Canyon. Dealership personnel also noted that they removed the transmission pan and changed the filter. However, this did not resolve the Transmission Defect.

145. Mr. Speerly brought his vehicle back to Dekalb Sycamore Chevrolet to have his transmission inspected again on September 4, 2018. At that time, the vehicle had 30,669 miles on the odometer and was covered by the Warranty. Dealership personnel noted that they could confirm that the transmission vibrated, and that it "feels like TCC [torque converter clutch] shudder." Dealership personnel also noted that when they "enable and disable TCC," the "fault goes away." Dealership personnel then replaced the torque converter and the filter. However, this did not resolve the Transmission Defect.

146. Mr. Speerly brought his vehicle back to Dekalb Sycamore Chevrolet to have his transmission inspected again on December 3, 2018. At that time, the vehicle had 36,930 miles on the odometer and was covered by the Warranty. Dealership personnel noted that they "Inspect[ed] for vibration starting at 20 MPH, can feel it in shift knob." Personnel further noted that the vehicle's computers did

not display any diagnosis codes. Finally, personnel noted, “No repair available until quarter 1 in 2019.” This also did not resolve the Transmission Defect.

147. GM did not disclose the Transmission Defect to Mr. Speerly at any time prior to his purchase of his vehicle. Had GM disclosed the Transmission Defect in its advertising materials, on its websites, or to its dealers, Mr. Speerly would have learned of that material information, and would not have purchased his Canyon or paid the price he paid for it.

4. **Joseph Sierchio**

148. Plaintiff Joseph Sierchio purchased his 2016 Chevrolet Camaro at an authorized Chevrolet dealership—Schumacher Chevrolet in Little Falls, NJ—on July 9, 2016. At the time of his purchase he had reviewed Chevrolet marketing materials and also discussed his purchase with an authorized Chevrolet dealer. At all times, Plaintiff Sierchio operated his vehicle properly and in a foreseeable manner.

149. In autumn of 2018, Mr. Sierchio’s Camaro began exhibiting signs of the Transmission Defect. When he was driving at high speeds, his Camaro began shuddering and slamming when the gears shifted. His Camaro would also shift into lower gears on flat roads when it was not supposed to, and would hesitate when shifting before slamming into gear. It also began vibrating.

150. Mr. Sierchio has given his authorized GM dealership notice of the Transmission Defect. Mr. Sierchio first brought his vehicle in to his authorized GM dealership to address the Transmission Defect on or around October 5, 2018.

At that time, his vehicle was covered by the Warranty. The dealership's personnel advised him that he needed to have his transmission fluids flushed, and they flushed and changed the transmission.

151. On December 11, 2018, Mr. Sierchio brought his Camaro in to the dealership where he purchased his vehicle. At that time, the vehicle had 25,338 miles on the odometer and was covered by the Warranty. Dealership personnel noted, "Customer states ongoing issue with transmission vibration is sues and weird shifting problems. Shifts are harsh and hesitates then bangs into gear. See history. Vibration from trans on highway is better. Shutter is felt more at lower speeds. Will also have trans braking come on when he feels it should not. Advised customer GM is aware of concern and a release date of late January/February to correct issue. No repair done at this time." This did not resolve the Transmission Defect.

152. GM did not disclose the Transmission Defect to Mr. Sierchio at any time prior to his purchase of his vehicle. Had GM disclosed the Transmission Defect in its advertising materials, on its websites, or to its dealers, Mr. Sierchio would have learned of that material information, and would not have purchased his Camaro or paid the price he paid for it.

5. **Michael Plafker**

153. Plaintiff Michael Plafker leased his 2017 GMC Sierra Denali at an authorized GMC dealership—Vanburen GMC in Garden City, NY—on September 8, 2017. At the time of his purchase he had reviewed GMC marketing materials

and also discussed his lease with an authorized GMC dealer. At all times, Plaintiff Plafker operated his vehicle properly and in a foreseeable manner.

154. Shortly after leasing his vehicle, Mr. Plafker's Sierra Denali began vibrating and surging forward, particularly in low speeds, when the vehicle shifts into first or second gear. The transmission would also clunk.

155. Mr. Plafker has given his authorized GMC dealership notice of the Transmission Defect. Since leasing his Sierra Denali, Mr. Plafker has brought his vehicle back to an authorized GMC dealership to have the transmission inspected.

156. He first brought his vehicle to Van Buren Buick GMC in Garden City Park, New York, where he asked service personnel to look into his transmission issue, and further asked whether there was a service bulletin that might address the problem. His vehicle was covered by the Warranty at that time. Dealership personnel drove Mr. Plafker's Sierra Denali and advised him that the vehicle was driving normally. This did not resolve the Transmission Defect.

157. Mr. Plafker also raised the issue of the transmission when he next brought his vehicle to the dealership for an oil change, but the dealership did not offer any solutions. Mr. Plafker's vehicle was covered by the Warranty at that time. This did not resolve the Transmission Defect.

158. Mr. Plafker's vehicle still suffers from the Transmission Defect, which has not been resolved. His vehicle has approximately 22,000 miles on the odometer and is still covered by the Warranty.

159. GM did not disclose the Transmission Defect to Mr. Plafker at any time prior to his purchase of his vehicle. Had GM disclosed the Transmission Defect in its advertising materials, on its websites, or to its dealers, Mr. Plafker would have learned of that material information, and would not have leased his Sierra Denali or paid the price he paid for it.

6. **Howard Young**

160. Plaintiff Howard Young purchased his 2015 Chevrolet Corvette at an authorized Chevrolet dealership—Paul Brown Chevrolet in Olean, NY—on or around May 18, 2015. At the time of his purchase he had discussed his purchase with an authorized GMC dealer. At all times, Plaintiff Young operated his vehicle properly and in a foreseeable manner.

161. Shortly after purchasing his vehicle, Mr. Young's Corvette began to hesitate and stutter. Particularly in the morning, Mr. Young's Corvette shudders while shifting up or down, and the shudder during downshifts is growing worse. When Mr. Young drives his vehicle at slower speeds, the transmission jumps and shudders, and sometimes feels as though it's about to break. When Mr. Young drives at faster speeds on interstates, at approximately 80-90 mph, the transmission sometimes nosedives without warning. Mr. Young is able to recover from the nosedive by shifting down, which allows the vehicle to begin moving again.

162. Mr. Young has given authorized Chevrolet dealerships notice of the Transmission Defect. Since purchasing his Corvette, Mr. Young has brought his vehicle to at least four authorized dealerships to inquire about the transmission.

163. First, Mr. Young brought his Corvette back to the dealership where he purchased his vehicle, where he inquired about the transmission. His Corvette was still under warranty at that time. The dealership told him that there was nothing wrong with his Corvette, and that there were no recalls that applied to his vehicle. That dealership advised him that he needed to let the vehicle learn how he drives. This did not resolve the Transmission Defect.

164. He also brought his Corvette into authorized Chevrolet dealerships in Pennsylvania and North Carolina. His Corvette was still under warranty at both of those times. At both dealerships, GM personnel informed Mr. Young that there was no problem with his vehicle.

165. Mr. Young also brought his Corvette into an authorized Chevrolet dealership, All American Chevrolet in Odessa, TX, on December 21, 2016. At that time, the vehicle had 35,171 miles on the odometer and was covered by the Warranty. GM personnel noted, “Cust[omer] states trans[mission] jerks going into 2nd and slips[.]” Personnel further noted, “out of calibration found updated software for transmission control module reprogrammed transmission control module and performed setup warranty codes 18BA9 and FD2CF[.]” However, this software update did not resolve the Transmission Defect.

166. Mr. Young brought his Corvette into an authorized Chevrolet dealership, Rudolph Chevrolet in El Paso, TX, on March 13, 2018. During that visit, Mr. Young requested transmission services, so dealership personnel installed

a new transmission filter and replaced the transmission fluid. This did not resolve the Transmission Defect.

167. Mr. Young's vehicle still suffers from the Transmission Defect, which has not been resolved. His vehicle has approximately 70,000 miles on the odometer, so it is no longer covered by the Warranty. Since the Warranty expired on Mr. Young's vehicle, he has spent approximately \$2,500 out of pocket trying to repair the Transmission Defect, including by spending money on gas lines, cooling lines, and an inner cooler.

168. GM did not disclose the Transmission Defect to Mr. Young at any time prior to his purchase of his vehicle. Had GM disclosed the Transmission Defect in its advertising materials, on its websites, or to its dealers, Mr. Young would have learned of that material information, and would not have purchased his Chevrolet Corvette or paid the price he paid for it.

7. **Darrin Degrand**

169. Plaintiff Darrin Degrand purchased his 2018 GMC Canyon at an authorized GMC dealership—James Wood Buick GMC Denton--in Denton, Texas, on July 13, 2018. At the time of his purchase he had reviewed GMC marketing materials and also discussed his purchase with an authorized GMC dealer. At all times, Plaintiff Degrand operated his vehicle properly and in a foreseeable manner.

170. By October 2018, Mr. Degrand's vehicle started shuttering between second and third gears. Also, if Mr. Degrand's vehicle stayed off for more than a

day and then Mr. Degrand put it into gear, the vehicle hesitated for a while before finally moving.

171. Mr. Degrand took his vehicle back to the dealership where he purchased it to have the vehicle inspected on December 13, 2018. At that time, the vehicle had 7,058 miles on the odometer and was covered by the Warranty. GM personnel noted, “Customer states on cold start when shifting to drive it hesitates to engage and take off,” and further noted, “unable to duplicate.” GM personnel also noted, “Did a cold start 3 times. There are no codes and no updates available. No bulletins apply. TAC had no cases and suggested customer fill out 01-00-89-010L to aid in transmission diagnostics. I was unable to duplicate concern at this time.” Mr. Degrand’s case was assigned the TAC Case #9-4957409255. This did not resolve the Transmission Defect.

172. GM did not disclose the Transmission Defect to Mr. Degrand at any time prior to his purchase of his vehicle. Had GM disclosed the Transmission Defect in its advertising materials, on its websites, or to its dealers, Mr. Degrand would have learned of that material information, and would not have purchased his Canyon or paid the price he paid for it.

CLASS ALLEGATIONS

173. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained in paragraphs 1 through 172.

174. Pursuant to Fed. R. Civ. P. 23(b)(2), (b)(3) or (c)(4), Plaintiffs assert

classes based on upon the applicable State law of the Plaintiffs:

- a) Michigan Class: All residents of Michigan who purchased or leased a GM passenger vehicle equipped with a GM 8L45 or 8L90 transmission from April 10, 2015 to the present.
- b) California Class: All residents of California who purchased or leased a GM passenger vehicle equipped with a GM 8L45 or 8L90 transmission from April 10, 2015 to the present.
- c) Illinois Class: All residents of Illinois who purchased or leased a GM passenger vehicle with a GM 8L45 or 8L90 transmission from April 10, 2015 to the present.
- d) New Jersey Class: All residents of New Jersey who purchased or leased a GM passenger vehicle equipped with a GM 8L45 or 8L90 transmission from April 10, 2013 to the Present.
- e) New York Class: All residents of New York who purchased or leased a GM passenger vehicle equipped with a GM 8L45 or 8L90 transmission from April 10, 2015 to the Present.
- f) Texas Class: All residents of Texas who purchased or leased a GM passenger vehicle equipped with a GM 8L45 or 8L90 transmission from April 10, 2015 to the present.

175. Excluded from the Class are the Defendant, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal

representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

176. This action has been brought and may properly be maintained as a class action as it satisfies the numerosity, commonality, typicality, adequacy, and superiority requirements. Plaintiffs seek to represent an ascertainable Class, as determining inclusion in the Class can be done through the Defendant's own records, or that of Defendant's dealers.

177. Plaintiffs reserve the right to amend the Class definition if discovery and further investigation reveal that the Class should be expanded, divided into subclasses, or modified in any other way.

178. Although the precise number of Class members is unknown and can only be determined through appropriate discovery, Plaintiffs believe, and on that basis allege, that the proposed Class is so numerous that joinder of all members would be impracticable as Defendant has sold hundreds of thousands of affected vehicles nationwide during the proposed class period.

179. Questions of law and fact common to the Plaintiff Class exist that predominate over questions affecting only individual members, including *inter alia*:

a. Whether the GM 8L45 and 8L90 transmissions suffer from a common defect;

- b. When Defendant knew of the Transmission Defect;
- c. Whether Defendant omitted material facts about the Transmission Defect at the time of sale;
- d. Whether the Transmission can be fixed or must be replaced;
- e. Whether Defendant breached the implied warranty of merchantability by selling vehicles equipped with transmissions that created uncomfortable and unsafe driving conditions and that eroded prematurely due to the Transmission Defect;
- f. Whether the Defendant's conduct was unconscionable, nullifying durational limits in the express warranties; and
- g. Whether the Defendant's conduct was purposefully or recklessly indifferent to class members purchasing or leasing vehicles equipped with GM 8L45 or 8L90 transmissions.

180. Plaintiffs are members of the putative Class. The claims asserted by the Plaintiffs in this action are typical of the claims of the members of the putative Class, as the claims arise from the same course of conduct by the Defendant and the relief sought is common.

181. Plaintiffs will fairly and adequately represent and protect the interests of the members of the putative Class, as their interests coincide with, and are not antagonistic to, the other Class members. Plaintiffs have retained counsel competent and experienced in both consumer protection and class action litigation.

182. Certification of the Class is appropriate pursuant to Fed. R. Civ. P. 23(b)(3) because questions of law or fact common to the respective members of the Class predominate over questions of law or fact affecting only individual members. This predominance makes class litigation superior to any other method available for the fair and efficient adjudication of these claims including consistency of adjudications. Absent a class action it would be highly unlikely that the members of the Class would be able to protect their own interests because the cost of litigation through individual lawsuits might exceed the expected recovery.

183. A class action is a superior method for the adjudication of the controversy in that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense, and the burden of the courts that individual actions would create.

184. The benefits of proceeding as a class action, including providing a method for obtaining redress for claims that would not be practical to pursue individually, outweigh any difficulties that might be argued with regard to the management of the class action.

185. Plaintiffs also seek class certification under Fed. R. 23(b)(2) to hold that the warranty limitation on the express and implied warranty is unconscionable in light of Defendant's knowledge of the latent defect, and the likelihood of it to

continue to manifest after the 5 year/60,000 mile limitation powertrain warranty. A class-wide ruling striking that limitation would allow class members to obtain additional relief from Defendant resulting from the Transmission Defect.

186. To the extent the Court finds class certification under 23(b)(3) not tenable, Plaintiffs seek issue class certifications regarding the following common issues, whose resolution would materially advance the litigation:

- a. Whether the GM 8L45 and 8L90 transmissions suffer from a common defect;
- b. When Defendant knew of the Transmission Defect;
- c. Whether Defendant omitted material facts about the Transmission Defect at the time of sale;
- d. Whether the Transmission can be fixed or must be replaced;
- e. Whether the Defendant's conduct was unconscionable, nullifying durational limits in the express warranties.

CAUSES OF ACTION

COUNT I

BREACH OF WRITTEN WARRANTY UNDER THE MAGNUSON-MOSS WARRANTY ACT

15 U.S.C. § 2301 *et seq.*

(By All Plaintiffs)

187. Plaintiffs incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

188. Plaintiffs and the members of each State subclass are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

189. GM is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § 2301(4)-(5).

190. The Subject Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

191. GM’s Warranty is a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

192. GM breached the express warranty by:

- a. Providing a 3 year/36,000 miles New Vehicle Limited Warranty with the purchase or lease of Subject Vehicles, thereby warranting to repair or replace any defective part at no cost to the owner or lessee;
- b. Providing a 5 year/60,000 miles Powertrain Warranty with the purchase or lease of Subject Vehicles, thereby warranting to repair or replace any defective drivetrain part at no cost to the owner or lessee;
- c. Selling and leasing Subject Vehicles with defective transmissions, requiring repair or replacement within the warranty period; and

- d. Refusing and/or failing to honor the express warranties by repairing or replacing, free of charge, the defective transmissions.

193. Plaintiffs and the prospective class members relied on the existence and length of the express warranties in deciding whether to purchase or lease the Subject Vehicles.

194. GM's breach of the express warranties has deprived Plaintiffs of the benefit of their bargain. It has also led them to purchase vehicles of diminished value.

195. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum or value of \$25.00. In addition, the amount in controversy meets or exceeds the sum or value of \$25.00 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

196. GM has been afforded a reasonable opportunity to cure its breach of the written warranties by Plaintiffs and the other class members. Further, GM's position conveyed through TSBs or through authorized dealers, is that no permanent fix to the Transmission Defect exists, making any further opportunity to fix the defect futile. Defendant was also on notice of the Transmission Defect from the complaints and service requests it received from Plaintiffs or class members, as well as from its own warranty claims, customer complaint data, parts sales data, and/or TSBs and other service bulletins.

197. As a direct and proximate cause of GM's breach of the written warranties, Plaintiffs and class members sustained damages and other losses in an amount to be determined at trial. GM's conduct damaged Plaintiffs and class members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, costs, including statutory attorney fees, and/or other relief as deemed appropriate.

COUNT II

BREACH OF EXPRESS WARRANTY

Michigan Comp. Laws § 440.2313

(By Plaintiff Francis on Behalf of All Michigan Purchasers)

198. Michigan Plaintiff and the Michigan Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

199. As an express warrantor and manufacturer and merchant, GM had certain obligations under Michigan UCC § 440.2313 to conform the 8L45 and 8L90 transmissions to the express warranties.

200. When Michigan Plaintiff and the members of the Michigan Class purchased and/or leased their vehicles with 8L45 or 8L90 transmissions (either as new vehicles or as used vehicles with remaining warranty coverage), GM expressly warranted under its Warranty that it would correct any correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.

201. The defect at issue in this litigation was present at the time vehicles equipped with 8L45 or 8L90 transmissions were sold and leased to Michigan Plaintiff and members of the Michigan Class.

202. GM breached its express warranties (and continues to breach these express warranties) because it did not (and has not) corrected the defect with the 8L45 and 8L90 transmissions.

203. Pursuant to its express warranties, GM was obligated to correct the defect in the 8L45 and 8L90 transmissions in the vehicles owned or leased by Michigan Plaintiff and the Michigan Class members.

204. Although GM was obligated to correct the defect with the 8L45 and 8L90 transmissions, none of the purported, attempted fixes to the transmissions are adequate under the terms of the Warranty, as the attempted fixes did not cure the defect.

205. GM and its agent dealers have failed and refused to conform the 8L45 and 8L90 transmissions to the express warranties. GM's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

206. Michigan Plaintiff and the members of the Michigan Class have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's conduct as described throughout this Complaint.

207. GM received timely notice regarding the problems from Michigan Plaintiff when he brought his vehicle to his dealership. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

208. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by GM to limit its express warranties in a manner that would exclude or limit coverage for the defect in the 8L45 and 8L90 transmissions would be unconscionable. GM's warranties were adhesive, and did not permit negotiation, or the inclusion of defects. GM possessed superior knowledge of the Transmission Defect prior to offering the Subject Vehicles for sale. GM concealed and did not disclose this defect, and GM did not remedy the defect prior to sale (or afterward). Any effort to otherwise limit liability for the defect is null and void.

209. Because GM, through its conduct and exemplified by the TSBs and other bulletins, has covered repairs of the Transmission Defect as if appropriately covered under the Warranty, GM cannot now deny that the Warranty covers the Transmission Defect.

210. Further, because GM has not been able remedy the Transmission Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose and is null and void.

211. Michigan Plaintiff and the Michigan Class members have suffered damages caused by GM's breach of its express warranties and are entitled to recover damages, including but not limited to diminution of value.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

Mich. Comp. Laws § 440.2314

(By Plaintiff Francis on Behalf of All Michigan Purchasers)

212. Michigan Plaintiff and the Michigan Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

213. GM is and was at all relevant times a merchant with respect to vehicles equipped with the 8L45 and 8L90 transmissions. GM directly sold and marketed vehicles equipped with the 8L45 and 8L90 transmissions to customers through authorized dealers, like those from whom Michigan Plaintiff and the Michigan Class members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. GM knew that the vehicles equipped with 8L45 and 8L90 transmissions would and did pass unchanged from the authorized dealers to Michigan Plaintiff and the Michigan Class members, with no modification to the transmission.

214. A warranty that vehicles equipped with the 8L45 and 8L90 transmissions were in merchantable quality and condition is implied by law pursuant to Mich. Comp. Laws § 440.2314.

215. GM impliedly warranted that vehicles equipped with the 8L45 and 8L90 transmissions were of good and merchantable condition and quality—fit and safe for their ordinary intended use, namely providing reliable transportation.

216. Vehicles equipped with the 8L45 and 8L90 transmissions were defective at the time they left the possession of GM. GM knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the 8L45 and 8L90 transmissions, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.

217. By virtue of the conduct described herein and throughout this Complaint, GM breached the implied warranty of merchantability.

218. Michigan Plaintiff and the Michigan Class members have been damaged as a direct and proximate result of GM's breach of the implied warranty.

219. Michigan Plaintiff and the Michigan Class members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's unconscionable conduct.

220. GM received timely notice regarding the problems from Michigan Plaintiff when he brought his vehicle to his dealership. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

221. Michigan Plaintiff and the Michigan Class members have had sufficient dealings with either GM or its agents (authorized GM dealerships and repair facilities) to establish privity of contract. Notwithstanding this, privity is not required in this case because Michigan Plaintiff and the Michigan Class members are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of vehicles equipped with the 8L45 and 8L90 transmissions and have no rights under the warranty agreements provided with Subject Vehicles. The warranty agreements were designed for and intended to benefit the ultimate consumers only.

222. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Michigan Plaintiff and the Michigan Class members were caused to suffer economic damage, including paying a price premium for defective vehicles and diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions, as well as the monies spent and to be spent to repair and/or replace their vehicles.

COUNT IV

VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

Mich. Comp. Laws § 445.902

(By Plaintiff Francis on Behalf of All Michigan Purchasers)

223. Michigan Plaintiff and the Michigan Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

224. GM's business acts and practices alleged herein constitute unfair, unconscionable and/or deceptive methods, acts or practices under the Michigan Consumer Protection Act ("MCPA").

225. At all relevant times, Michigan Plaintiff and all members of the Michigan Class were "persons" within the meaning of the MCPA, Michigan Comp. Laws § 445.902(1)(d).

226. At all relevant times, GM was a "person" engaged in "trade or commerce" within the meaning of the MCPA, Mich. Comp. Laws § 445.902(1)(d) and (g).

227. The practices of GM, described above, violate the MCPA for, inter alia, one or more of the following reasons:

- a. GM represented that goods or services have sponsorship, approval, characteristics, uses, and benefits that they do not have;
- b. GM provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the performance, reliability, quality and nature of the 8L45 and 8L90 transmissions and vehicles equipped with the 8L45 and 8L90 transmissions;
- c. GM represented that goods or services were of a particular standard, quality, or grade, when they were of another;

- d. GM advertised the 8L45 and 8L90 transmissions and vehicles equipped with the 8L45 and 8L90 transmissions with an intent not to sell them as advertised;
- e. GM engaged in unconscionable commercial practices in failing to reveal material facts and information about the Subject Transmissions, which did, or tended to, mislead Michigan Plaintiff and the Michigan Class about facts that could not reasonably be known by the consumer;
- f. GM failed to reveal facts that were material to the transactions in light of representations of fact made in a positive manner;
- g. GM caused Michigan Plaintiff and the Michigan Class members to suffer a probability of confusion and a misunderstanding of legal rights, obligations and/or remedies by and through its conduct;
- h. GM failed to reveal material facts to Michigan Plaintiff or Michigan Class members with the intent that they rely upon the omissions;
- i. GM made material representations and statements of fact to Michigan Plaintiff and the Michigan Class that resulted in them reasonably believing the represented or suggested state of affairs to be other than what they actually were; and

- j. GM intended that Michigan Plaintiff and the Michigan Class members rely on GM's misrepresentations and omissions, so that Michigan Plaintiff and other Michigan Class members would purchase vehicles equipped with 8L45 and 8L90 transmissions.

228. The foregoing acts, omissions and practices proximately caused Michigan Plaintiff and the other members of the Michigan Class to suffer actual damages in the form of, inter alia, diminution in value of the vehicles equipped with 8L45 and 8L90 transmissions, and are entitled to recover such damages, together with all other appropriate damages, attorneys' fees and costs of suit.

COUNT V

RESTITUTION FOR UNJUST ENRICHMENT (By Plaintiff Francis on Behalf of All Michigan Purchasers)

229. Michigan Plaintiff and the Michigan Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

230. Michigan Plaintiff and the Michigan Class seek restitution in quasi contract.

231. The Subject Transmissions were defective at the time GM sold the Subject Vehicles to Michigan Plaintiff and the members of the Michigan Class. Despite knowing about the Transmission Defect, and knowing that it could not be fixed, GM did not disclose this information to Michigan Plaintiff and the members of the Michigan Class. As a result, Michigan Plaintiff and the members of the

Michigan Class paid GM more for their vehicles than they would otherwise have paid.

232. GM knew about, accepted, and benefited from Michigan Plaintiff's and the members of the Michigan Class's purchase of these vehicles.

233. Under the circumstances, it would be inequitable for GM to benefit from its sale of Subject vehicles containing defective and unfixable transmissions.

234. To avoid injustice, Michigan Plaintiff and the members of the Michigan Class accordingly seek restitution and/or disgorgement of profits in an amount to be proven at trial.

COUNT VI

BREACH OF EXPRESS WARRANTY California Commercial Code § 2313 (By Plaintiff Won for All California Purchasers)

235. Plaintiff Won ("California Plaintiff") and the California Class re-allege and incorporate by reference herein all of the allegations contained in paragraphs 1 through 172.

236. As an express warrantor and manufacturer and merchant, GM had certain obligations under California Commercial Code § 2313 to conform the 8L45 and 8L90 transmissions to the express warranties.

237. When California Plaintiff and the members of the California Class purchased and/or leased their vehicles equipped with 8L45 or 8L90 transmissions (either as new vehicles or as used vehicles with remaining warranty coverage), GM

expressly warranted under its Warranty that it would correct any correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.

238. The Transmission Defect at issue in this litigation was present at the time vehicles equipped with 8L45 or 8L90 transmissions were sold and leased to California Plaintiff and members of the California Class.

239. GM breached its express warranties (and continues to breach these express warranties) because it did not and has not corrected the Transmission Defect affected vehicles equipped with 8L45 or 8L90 transmissions.

240. Pursuant to its express warranties, GM was obligated to correct any defect in the 8L45 and 8L90 transmissions in the vehicles owned or leased by the California Plaintiff and the California Class members.

241. Although GM was obligated to correct the defect with the 8L45 and 8L90 transmissions, none of the purported, attempted fixes to the Transmission Defect are adequate under the terms of the Warranty, as they did not cure the Defect.

242. GM and its agent dealers have failed and refused to conform the 8L45 and 8L90 transmissions to the express warranties. GM's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

243. California Plaintiff and the members of the California Class have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's conduct as described throughout this Complaint.

244. GM received timely notice regarding the problems from Plaintiff when he brought his vehicle to his dealership. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

245. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by GM to limit its express warranties in a manner that would enforce the 5 year/60,000 mile limit would be unconscionable. GM's warranties were adhesive, and did not permit negotiation, or the inclusion of defects. GM possessed superior knowledge of the defect in the 8L45 and 8L90 transmissions prior to offering the vehicles equipped with these transmissions for sale. GM concealed and did not disclose this defect, and GM did not remedy the defect prior to sale (or afterward). Any effort to otherwise limit liability for the defect is null and void.

246. Because GM, through its conduct and exemplified by the TSBs and other bulletins, has covered repairs of the Transmission Defect as if appropriately covered under the Warranty, GM cannot now deny that the Warranty covers the Transmission Defect.

247. Further, because GM has not been able remedy the Transmission Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose and is null and void.

248. California Plaintiff and the California Class members have suffered damages caused by GM's breach of its express warranties and are entitled to recover damages, including but not limited to diminution of value.

COUNT VII

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY California Commercial Code § 2314 (By Plaintiff Won on Behalf of All California Purchasers)

249. California Plaintiff and the California Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

250. GM is and was at all relevant times a merchant with respect to vehicles equipped with the 8L45 and 8L90 transmissions. GM directly sold and marketed vehicles equipped with the 8L45 and 8L90 transmissions to customers through authorized dealers, like those from whom California Plaintiff and the California Class members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. GM knew that the vehicles equipped with 8L45 and 8L90 transmissions would and did pass unchanged from the authorized dealers to California Plaintiff and the California Class members, with no modification to the transmission.

251. A warranty that vehicles equipped with the 8L45 and 8L90 transmissions were in merchantable quality and condition is implied by law pursuant to California Commercial Code § 2314.

252. GM impliedly warranted that vehicles equipped with the 8L45 and 8L90 transmissions were of good and merchantable condition and quality – fit and safe for their ordinary intended use, namely providing reliable transportation.

253. Vehicles equipped with the 8L45 and 8L90 transmissions were defective at the time they left the possession of GM. GM knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the 8L45 and 8L90 transmissions, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.

254. By virtue of the conduct described herein and throughout this Complaint, GM breached the implied warranty of merchantability.

255. California Plaintiff and the California Class members have been damaged as a direct and proximate result of GM's breach of the implied warranty.

256. California Plaintiff and the California Class members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's unconscionable conduct.

257. GM received timely notice regarding the problems at issue in this litigation through presentations of Plaintiff Won's vehicle at his dealer for repair.

GM also received noticed of breach of warranty through the numerous additional complaints noted in paragraphs 1-172 above, and additional comments made in online forums, to the NHTSA, to dealers, or directly to GM. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

258. Plaintiff Won and the California Class members have had sufficient dealings with either GM or its agents (authorized GM dealerships and repair facilities) to establish privity of contract. Notwithstanding this, privity is not required in this case because California Plaintiff and the California Class members are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of vehicles equipped with the 8L45 and 8L90 transmissions and have no rights under the warranty agreements provided with Subject Vehicles. The warranty agreements were designed for and intended to benefit the ultimate consumers only.

259. As a direct and proximate result of GM's breach of the implied warranty of merchantability, California Plaintiff and the California Class members were caused to suffer economic damage, including paying a price premium for defective vehicles and diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions, as well as the monies spent and to be spent to repair and/or replace their vehicles.

COUNT VIII

VIOLATION OF UNFAIR COMPETITION LAW
Cal. Bus. & Prof. Code - § 17200, *et seq.*
(By Plaintiff Won on Behalf of All California Purchasers)

260. California Plaintiff and the California Class re-allege and incorporate by reference herein all of the allegations contained in paragraphs 1 through 172.

261. California Business and Professions Code § 17200, *et seq.* prohibits “any unlawful, unfair or fraudulent business act or practice.” CAL. BUS. & PROF. CODE § 17200. GM has engaged in unlawful, fraudulent, and unfair business acts and practices in violation of this Law.

262. GM has violated the unlawful prong of § 17200 by its violations of the various warranty statutes, as set forth in Counts VI and VII and violation of the CLRA.

263. GM has violated the fraudulent prong of § 17200 because the omissions regarding the defective nature of the 8L45 and 8L90 transmissions, as set forth in this Complaint, were likely to deceive a reasonable consumer, and the information would be material to a reasonable consumer. GM owed California Plaintiff and similarly situated Californians a duty to disclose the defective nature of the Subject Transmissions because GM possessed exclusive and superior information regarding the manufacture of the Subject Transmissions and Subject Vehicles, the complaints received, the testing of the products, and development of technical service bulletins and other information bulletins. GM could have related information about the defect to customers via its website, product brochures, and notices provided to its authorized dealers. GM’s failure to inform consumers of the

Transmission Defect was likely to deceive reasonable consumers. Had GM conveyed information about the Transmission Defect through those channels, California Plaintiff would have learned of the Defect and would not have made the purchase or paid as much as he did for his vehicle.

264. GM also had a duty to disclose the Transmission Defect because it presented a safety hazard to consumers.

265. Had California Plaintiff known about the Transmission Defect, he would not have made the purchase or paid as much as he did for his vehicle.

266. GM has violated the unfair prong of § 17200 because the acts and practices set forth in the Complaint, including the manufacture and sale of the defective 8L45 and 8L90 transmissions, GM's failure to adequately disclose and remedy that defect, and GM's misrepresentations regarding the defective nature of the 8L45 and 8L90 transmissions offend established public policy and are unethical, unscrupulous, and substantially injurious to consumers, and because the harm these acts and practices cause to consumers greatly outweighs any benefits associated with those practices. GM's conduct has also impaired competition within the heavy duty on-highway vehicles market and has prevented California Plaintiff and the California Class from making fully informed decisions about whether to purchase or lease vehicles equipped with 8L45 and 8L90 transmissions and/or the price to be paid to purchase or lease those vehicles.

267. California Plaintiff has standing to pursue this claim on behalf of the California Class because he has suffered an injury in fact, including the loss of money or property, as a result of and in reliance on GM's unfair, unlawful, and deceptive practices. As set forth above regarding California Plaintiff, had GM disclosed the defect with the 8L45 and 8L90 transmissions prior to his purchases, he would not have purchased vehicles equipped with an 8L45 or 8L90 transmission or not have paid as much for his vehicle. In addition, the California Plaintiff has expended money related to the Transmission Defect and has suffered a diminution in value of his vehicle.

268. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated in the State of California

269. California Plaintiff and the California Class request that this Court enter such orders or judgments as may be necessary to enjoin GM from continuing its unfair, unlawful, and/or deceptive practices and to restore to California Plaintiff and the California Class any money GM acquired by unfair competition, including restitution, as provided in California Business and Professions Code § 17203 and California Civil Code § 3345, and for such other relief set forth below.

COUNT IX

VIOLATION OF THE CALIFORNIA LEGAL REMEDIES ACT Cal. Civ. Code - § 1750

(By Plaintiff Won on Behalf of All California Purchasers)

270. California Plaintiff and the California Class re-allege and incorporate by reference herein all of the allegations contained in paragraphs 1 through 172.

271. GM is a person as defined by California Civil Code § 1761(c).

272. The Subject Vehicles are goods within the meaning of California Civil Code § 1761(a).

273. California Plaintiff and the California Class are consumers within the meaning of California Civil Code § 1761(d), and the sale of the Subject Vehicles to consumers constitutes a transaction under California Civil Code § 1761(e).

274. Through its fraudulent omissions of the Transmission Defect, GM violated California Civil Code § 1770(a)(7) by representing that goods are of a particular standard, quality, or grade that they did not have.

275. The information regarding the Transmission Defect withheld from California Plaintiff and the California Class was material information that would impact the ordinary consumer making a transaction.

276. GM owed California Plaintiff and similarly situated Californians a duty to disclose the defective nature of the Subject Transmissions because GM possessed exclusive and superior information regarding the manufacture of the Subject Transmissions and Subject Vehicles, the complaints received, the testing of the products, and development of technical service bulletins and other information bulletins. GM could have related information about the defect to customers via its website, product brochures, and notices provided to its authorized

dealers. GM's failure to inform consumers of the Transmission Defect was likely to deceive reasonable consumers. Had GM conveyed information about the Transmission Defect through those channels, California Plaintiff would have learned of the Defect and would not have made the purchase or paid as much as he did for his vehicle.

277. GM also had a duty to disclose the Transmission Defect because it presented a safety hazard to consumers.

278. Had California Plaintiff known about the Transmission Defect, he would not have made the purchase or paid as much as he did for his vehicle.

279. As a result of GM's conduct, California Plaintiff and the California Class have suffered actual damages. California Plaintiff and the California Class purchased vehicles that they would not have, or overpaid for vehicles they purchased, if they had known the material information about the Transmission Defect.

280. In addition, California Plaintiff and the California Class paid too much for their vehicles, as GM's omissions allowed it to artificially inflate the value of the Subject Vehicles.

281. California Plaintiff and the California Class seek an order requiring GM to disgorge all ill-gotten gains and provide full restitution of all monies it wrongfully obtained from California Plaintiff and the California Class through the scheme described herein. *See* California Civil Code § 1780(a).

282. Consistent with California Civil Code § 1782(a), Plaintiff's, counsel provided a notice of claims to GM on December 19, 2018. That notice was delivered and signed for on December 24, 2018. The notice period has expired, and GM has not corrected the Defect nor provided relief to all similarly situated California Class members.

283. California Plaintiff and the California Class seek an award of actual damages under California Civil Code § 1780(a).

284. California Plaintiff and the California Class seek an award of attorneys' fees under California Civil Code § 1780(e).

COUNT X

BREACH OF EXPRESS WARRANTY 810 Ill. Comp. Stat. 5/2-313 (By Plaintiff Speerly on Behalf of All Illinois Purchasers)

285. Plaintiff Speerly ("Illinois Plaintiff") and the Illinois Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

286. As an express warrantor and manufacturer and merchant, GM had certain obligations under 810 Ill. Comp. Stat. 5/2-313 to conform the 8L45 and 8L90 transmissions to the express warranties.

287. When Illinois Plaintiff and the members of the Illinois Class purchased and/or leased their vehicles with 8L45 or 8L90 transmissions (either as new vehicles or as used vehicles with remaining warranty coverage), GM

expressly warranted under its Warranty that it would correct any correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.

288. The Transmission Defect at issue in this litigation was present at the time vehicles equipped with 8L45 or 8L90 transmissions were sold and leased to Illinois Plaintiff and members of the Illinois Class.

289. GM breached its express warranties (and continues to breach these express warranties) because it did not and has not corrected the defect with the 8L45 and 8L90 transmissions.

290. Pursuant to its express warranties, GM was obligated to correct the defect in the 8L45 and 8L90 transmissions in the vehicles owned or leased by the Illinois Plaintiff and the Illinois Class members.

291. Although GM was obligated to correct the defect with the 8L45 and 8L90 transmissions, none of the purported, attempted fixes to the transmissions are adequate under the terms of either the Warranty, as they did not cure the defect.

292. GM and its agent dealers have failed and refused to conform the 8L45 and 8L90 transmissions to the express warranties. GM's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

293. Illinois Plaintiff and the members of the Illinois Class have performed each and every duty required of them under the terms of the warranties, except as

may have been excused or prevented by the conduct of GM or by operation of law in light of GM's conduct as described throughout this Complaint.

294. GM received timely notice regarding the problems from Illinois Plaintiff when he brought his vehicle to his dealership. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

295. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by GM to limit its express warranties in a manner that would exclude or limit coverage for the defect in the 8L45 and 8L90 transmissions would be unconscionable. GM's warranties were adhesive, and did not permit negotiation, or the inclusion of defects. GM possessed superior knowledge of the Transmission Defect prior to offering vehicles equipped with the 8L45 or 8L90 transmissions for sale. GM concealed and did not disclose this defect, and GM did not remedy the defect prior to sale (or afterward). Any effort to otherwise limit liability for the defect is null and void.

296. Because GM, through its conduct and exemplified by the TSBs and other bulletins, has covered repairs of the Transmission Defect as if appropriately covered under the Warranty, GM cannot now deny that the Warranty covers the Transmission Defect.

297. Further, because GM has not been able remedy the Transmission Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose and is null and void.

298. Illinois Plaintiff and the Illinois Class members have suffered damages caused by GM's breach of its express warranties and are entitled to recover damages, including but not limited to diminution of value.

COUNT XI

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

801 Ill. Comp. Stat. 5/2-314 and 5/2A-212.

(By Plaintiff Speerly on Behalf of All Illinois Purchasers)

299. Illinois Plaintiff and the Illinois Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

300. GM is and was at all relevant times a merchant with respect to vehicles equipped with the 8L45 and 8L90 transmissions. GM directly sold and marketed vehicles equipped with the 8L45 and 8L90 transmissions to customers through authorized dealers, like those from whom Illinois Plaintiff and the Illinois Class members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. GM knew that the vehicles equipped with 8L45 and 8L90 transmissions would and did pass unchanged from the authorized dealers to Illinois Plaintiff and the Illinois Class members, with no modification to the transmission.

301. A warranty that vehicles equipped with the 8L45 and 8L90 transmissions were in merchantable quality and condition is implied by law pursuant to 801 Ill. Comp. Stat. 5/2-314 and 5/2A-212.

302. GM impliedly warranted that vehicles equipped with the 8L45 and 8L90 transmissions were of good and merchantable condition and quality – fit and safe for their ordinary intended use, namely providing reliable transportation.

303. Vehicles equipped with the 8L45 and 8L90 transmissions were defective at the time they left the possession of GM. GM knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the 8L45 and 8L90 transmissions, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.

304. By virtue of the conduct described herein and throughout this Complaint, GM breached the implied warranty of merchantability.

305. Illinois Plaintiff and the Illinois Class members have been damaged as a direct and proximate result of GM's breach of the implied warranty.

306. Illinois Plaintiff and the Illinois Class members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's unconscionable conduct.

307. GM received timely notice regarding the problems from Illinois Plaintiff when he brought his vehicle to his dealership. GM also received notice

through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

308. Illinois Plaintiff and the Illinois Class members have had sufficient dealings with either GM or its agents (authorized GM dealerships and repair facilities) to establish privity of contract. Notwithstanding this, privity is not required in this case because Illinois Plaintiff and the Illinois Class members are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of vehicles equipped with the 8L45 and 8L90 transmissions and have no rights under the warranty agreements provided with Subject Vehicles. The warranty agreements were designed for and intended to benefit the ultimate consumers only.

309. As a direct and proximate result of GM's breach of warranties, Illinois Plaintiff and the Illinois Class members were caused to suffer economic damage, including paying a price premium for defective vehicles and diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions, as well as the monies spent and to be spent to repair and/or replace their vehicles.

COUNT XII

**VIOLATION OF ILLINOIS CONSUMER FRAUD AND UNIFORM
DECEPTIVE TRADE PRACTICES ACTS,
815 ILCS 505/2 and 815 ILCS 510/2.
(By Plaintiff Speerly on Behalf of All Illinois Purchasers)**

310. Illinois Plaintiff and the Illinois Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

311. The Illinois Plaintiff and the Illinois Class members are consumers under the Illinois Consumer Fraud and Uniform Deceptive Trade Practices Act and Defendant is a “person” within the meaning of 815 Ill. Comp. Stat. 510/1(5).

312. GM engaged, and continues to engage, in the wrongful conduct alleged herein in the course of trade and commerce, as defined in 815 ILCS 505/2 and 815 ILCS 510/2.

313. 815 ILCS 505/2 (Illinois Consumer Fraud Act) prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act,” approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.”

314. 815 ILCS 510/2 provides that a “person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation,” the person does any of the following: “(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have...; (7) represents that goods or services are of a particular standard, quality, or grade... if they are not; ... [and] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

315. GM represented that goods or services have sponsorship, approval, characteristics, uses, and benefits that they do not have.

316. GM provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the performance, reliability, quality and nature of the 8L45 and 8L90 transmissions.

317. GM represented that goods or services were of a particular standard, quality, or grade, when they were of another.

318. GM engaged in unconscionable commercial practices in failing to reveal material facts and information about the 8L45 and 8L90 transmissions, which did, or tended to, mislead Illinois Plaintiff and the Illinois Class about facts that could not reasonably be known by the consumer.

319. GM failed to reveal facts that were material to the transactions in light of representations of fact made in a positive manner.

320. GM caused Illinois Plaintiff and the Illinois Class to suffer a probability of confusion and a misunderstanding of legal rights, obligations, and/or remedies by and through its conduct.

321. GM deliberately withheld material facts to Illinois Plaintiff and the Illinois Class with the intent that Illinois Plaintiff and the Illinois Class members rely upon the omission.

322. GM made material representations and statements of fact to Illinois Plaintiff and the Illinois Class members that resulted in Illinois Plaintiff and the Illinois Class reasonably believing the represented or suggested state of affairs to be other than what they actually were.

323. GM intended that Illinois Plaintiff and the other members of the Illinois Class members rely on their misrepresentations and omissions, so that Illinois Plaintiff and other Illinois Class members would purchase vehicles equipped with 8L45 or 8L90 transmissions.

324. Had GM disclosed the omitted material, Illinois Plaintiff and other members of the Illinois Class would not have purchased or leased vehicles equipped with 8L45 or 8L90 transmissions or would have paid less for them.

325. The foregoing acts, omissions and practices proximately caused Illinois Plaintiff and the other members of the Illinois Class to suffer actual

damages in the form of, inter alia, diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions.

326. GM's conduct was knowing and intentional and with malice and demonstrated a complete lack of care and recklessness and was in conscious disregard for the rights of Illinois Plaintiff and the Illinois Class Members.

327. As a result of this wrongful conduct, Illinois Plaintiff and the Illinois Class have been damaged in an amount to be proven at trial, including, but not limited to, actual damages, punitive damages, equitable relief, diminution of value, and reasonable attorneys' fees.

328. GM's conduct as aforesaid was unfair as offensive to public policy, unscrupulous, unethical and immoral, and caused substantial injury to consumers.

329. As a direct and proximate result of GM's deceptive, misleading, unfair, or unconscionable practices, as set forth above, Illinois Plaintiff and the other Illinois Class members sustained substantial and ascertainable damages in an amount to be determined at trial, including interest on all liquidated sums.

COUNT XIII

BREACH OF EXPRESS WARRANTY

N.J. Stat. §12A:2-313

(By Plaintiff Sierchio on Behalf of All New Jersey Purchasers)

330. Plaintiff Sierchio ("New Jersey Plaintiff") and the New Jersey Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

331. As an express warrantor and manufacturer and merchant, GM had certain obligations under N.J. Stat. §12A:2-313 to conform the 8L45 and 8L90 transmissions to the express warranties.

332. When New Jersey Plaintiff and the members of the New Jersey Class purchased and/or leased their vehicles with 8L45 or 8L90 transmissions (either as new vehicles or as used vehicles with remaining warranty coverage), GM expressly warranted under its Warranty that it would correct any correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.

333. The defect at issue in this litigation was present at the time vehicles equipped with 8L45 or 8L90 transmissions were sold and leased to New Jersey Plaintiff and members of the New Jersey Class.

334. GM breached its express warranties (and continues to breach these express warranties) because it did not (and has not) corrected the defect with the 8L45 and 8L90 transmissions.

335. Pursuant to its express warranties, GM was obligated to correct the defect in the 8L45 and 8L90 transmissions in the vehicles owned or leased by the New Jersey Plaintiff and the New Jersey Class members.

336. Although GM was obligated to correct the defect with the 8L45 and 8L90 transmissions, none of the purported, attempted fixes to the transmissions are

adequate under the terms of the Warranty, as the attempted fixes did not cure the defect.

337. GM and its agent dealers have failed and refused to conform the 8L45 and 8L90 transmissions to the express warranties. GM's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

338. New Jersey Plaintiff and the members of the New Jersey Class have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's conduct as described throughout this Complaint.

339. GM received timely notice regarding the problems from New Jersey Plaintiff when he brought his vehicle to his dealership. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

340. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by GM to limit its express warranties in a manner that would exclude or limit coverage for the defect in the 8L45 and 8L90 transmissions would be unconscionable. GM's warranties were adhesive, and did not permit negotiation, or the inclusion of defects. GM possessed superior knowledge of the Transmission Defect prior to offering the Subject Vehicles for sale. GM concealed and did not disclose this defect, and GM did not remedy the

defect prior to sale (or afterward). Any effort to otherwise limit liability for the defect is null and void.

341. Because GM, through its conduct and exemplified by the TSBs and other bulletins, has covered repairs of the Transmission Defect as if appropriately covered under the Warranty, GM cannot now deny that the Warranty covers the Transmission Defect.

342. Further, because GM has not been able remedy the Transmission Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose and is null and void.

343. New Jersey Plaintiff and the New Jersey Class members have suffered damages caused by GM's breach of its express warranties and are entitled to recover damages, including but not limited to diminution of value.

COUNT XIV

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

N.J. Stat. §12A:2-314

(By Plaintiff Sierchio on Behalf of All New Jersey Purchasers)

344. New Jersey Plaintiff and the New Jersey Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

345. GM is and was at all relevant times a merchant with respect to vehicles equipped with the 8L45 and 8L90 transmissions. GM directly sold and marketed vehicles equipped with the 8L45 and 8L90 transmissions to customers through authorized dealers, like those from whom New Jersey Plaintiff and the New Jersey Class members bought or leased their vehicles, for the intended

purpose of consumers purchasing the vehicles. GM knew that the vehicles equipped with 8L45 and 8L90 transmissions would and did pass unchanged from the authorized dealers to New Jersey Plaintiff and the New Jersey Class members, with no modification to the transmission.

346. A warranty that vehicles equipped with the 8L45 and 8L90 transmissions were in merchantable quality and condition is implied by law pursuant to N.J. Stat. §12A:2-314.

347. GM impliedly warranted that vehicles equipped with the 8L45 and 8L90 transmissions were of good and merchantable condition and quality—fit and safe for their ordinary intended use, namely providing reliable transportation.

348. Vehicles equipped with the 8L45 and 8L90 transmissions were defective at the time they left the possession of GM. GM knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the 8L45 and 8L90 transmissions, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.

349. By virtue of the conduct described herein and throughout this Complaint, GM breached the implied warranty of merchantability.

350. New Jersey Plaintiff and the New Jersey Class members have been damaged as a direct and proximate result of GM's breach of the implied warranty.

351. New Jersey Plaintiff and the New Jersey Class members have performed each and every duty required of them under the terms of the warranties,

except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's unconscionable conduct.

352. GM received timely notice regarding the problems from New Jersey Plaintiff when he brought his vehicle to his dealership. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

353. New Jersey Plaintiff and the New Jersey Class members have had sufficient dealings with either GM or its agents (authorized GM dealerships and repair facilities) to establish privity of contract. Notwithstanding this, privity is not required in this case because New Jersey Plaintiff and the New Jersey Class members are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of vehicles equipped with the 8L45 and 8L90 transmissions and have no rights under the warranty agreements provided with Subject Vehicles. The warranty agreements were designed for and intended to benefit the ultimate consumers only.

354. As a direct and proximate result of GM's breach of the implied warranty of merchantability, New Jersey Plaintiff and the New Jersey Class members were caused to suffer economic damage, including paying a price premium for defective vehicles and diminution in value of the vehicles equipped

with 8L45 or 8L90 transmissions, as well as the monies spent and to be spent to repair and/or replace their vehicles.

COUNT XV

**BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING
(By Plaintiff Sierchio on Behalf of All New Jersey Purchasers)**

355. New Jersey Plaintiff and the New Jersey Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

356. New Jersey Plaintiff and the New Jersey Class entered into agreements to purchase vehicles equipped with 8L45 or 8L90 transmissions, or otherwise were in contractual privity with GM as a result of the express warranties described herein.

357. The contracts and warranties were subject to the implied covenant that GM would conduct business with New Jersey Plaintiff and the Class in good faith and would deal fairly with them.

358. GM breached those implied covenants by selling New Jersey Plaintiff and members of the New Jersey Class vehicles equipped with defective transmissions, when it knew, or should have known, that the contracts and/or warranties were unconscionable and by abusing its discretion in the performance of the contract or by intentionally subjecting New Jersey Plaintiff and the members of the New Jersey Class to a risk beyond that which they would have contemplated at the time of purchase as well as by failing to provide for proper parts and service of the Subject Vehicles it sold.

359. GM also breached the implied covenants by not placing terms in the contracts and/or warranties that conspicuously stated to New Jersey Plaintiff and the Class that the 8L45 and 8L90 transmissions were defective as described herein.

360. As a direct and proximate result of GM's breach of its implied covenants, New Jersey Plaintiff and the New Jersey Class have been damaged in an amount to be determined at trial.

COUNT XVI

VIOLATIONS OF NEW JERSEY CONSUMER FRAUD ACT

N.J. Stat. § 56:8-1, *et seq.*

(By Plaintiff Sierchio on Behalf of All New Jersey Purchasers)

361. New Jersey Plaintiff and the New Jersey Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

362. GM's business acts and practices alleged herein constitute unfair, unconscionable and/or deceptive methods, acts or practices under the New Jersey Consumer Fraud Act, N.J. Stat. § 56:8-1, *et seq.* ("NJCFA").

363. Plaintiff Sierchio and GM are "persons" within the meaning of the NJCFA.

364. Plaintiff Sierchio and the members of the New Jersey Class are "consumers" within the meaning of the NJCFA.

365. At all relevant times material hereto, GM conducted trade and commerce in New Jersey and elsewhere within the meaning of the NJCFA.

366. The NJCFA is, by its terms, a cumulative remedy, such that remedies under its provisions can be awarded in addition to those provided under separate statutory schemes.

367. The practices of GM, described above, violate the NJCFA for, inter alia, one or more of the following reasons:

- a. GM represented that goods or services have sponsorship, approval, characteristics, uses, and benefits that they do not have;
- b. GM provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the performance, reliability, quality and nature of the 8L45 or 8L90 transmissions and vehicles equipped with 8L45 or 8L90 transmissions;
- c. GM represented that goods or services were of a particular standard, quality, or grade, when they were of another;
- d. GM engaged in unconscionable commercial practices in failing to reveal material facts and information about the 8L45 or 8L90 transmissions and vehicles equipped with 8L45 or 8L90 transmissions, which did, or tended to, mislead New Jersey Plaintiff and the New Jersey Class about facts that could not reasonably be known by the consumer;

- e. GM failed to reveal facts that were material to the transactions in light of representations of fact made in a positive manner;
- f. GM caused New Jersey Plaintiff and the New Jersey Class to suffer a probability of confusion and a misunderstanding of legal rights, obligations, and/or remedies by and through its conduct;
- g. GM deliberately withheld material facts to New Jersey Plaintiff and the New Jersey Class with the intent that New Jersey Plaintiff and the New Jersey Class members rely upon the omission;
- h. GM intended that New Jersey Plaintiff and the other members of the New Jersey Class members rely on their misrepresentations and omissions, so that New Jersey Plaintiff and other New Jersey Class members would purchase vehicles equipped with 8L45 or 8L90 transmissions.

368. Had GM disclosed the omitted material, New Jersey Plaintiff and other members of the New Jersey would not have purchased or leased vehicles equipped with 8L45 or 8L90 transmissions or would have paid less for them.

369. The foregoing acts, omissions and practices proximately caused New Jersey Plaintiff and the other members of the New Jersey Class to suffer actual damages in the form of, inter alia, the payment of a price premium for the vehicles, diminution in value of the vehicles equipped with 8L45 and 8L90 transmissions, and are entitled to recover such damages, including treble damages under § 56:8-

19, New Jersey Statutes, together with all other appropriate damages, attorneys' fees and costs of suit.

COUNT XVII

**BREACH OF EXPRESS WARRANTY
N.Y. UCC § 2-313**

(By Plaintiffs Plafker and Young on Behalf of All New York Purchasers)

370. Plaintiff Plafker and Plaintiff Young ("New York Plaintiffs") and the New York Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

371. As an express warrantor and manufacturer and merchant, GM had certain obligations under N.Y. UCC § 2-313 to conform the 8L45 and 8L90 transmissions to the express warranties.

372. When New York Plaintiffs and the members of the New York Class purchased and/or leased their vehicles with 8L45 and 8L90 transmissions (either as new vehicles or as used vehicles with remaining warranty coverage), GM expressly warranted under its Warranty that it would correct any correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.

373. The defect at issue in this litigation was present at the time vehicles equipped with 8L45 or 8L90 transmissions were sold and leased to New York Plaintiffs and members of the New York Class.

374. GM breached its express warranties (and continues to breach these express warranties) because it did not (and has not) corrected the defect with the 8L45 and 8L90 transmissions.

375. Pursuant to its express warranties, GM was obligated to correct any defect in the 8L45 and 8L90 transmissions in the vehicles owned or leased by New York Plaintiffs and the New York Class members.

376. Although GM was obligated to correct the defect with the 8L45 and 8L90 transmissions, none of the purported, attempted fixes to the transmissions are adequate under the terms of the Warranty, as they did not cure the defect.

377. GM and its agent dealers have failed and refused to conform the 8L45 and 8L90 transmissions to the express warranties. GM's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

378. New York Plaintiffs and the members of the New York Class have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's conduct as described throughout this Complaint.

379. GM received timely notice regarding the problems from New York Plaintiffs when they brought their vehicles to authorized dealerships. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

380. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by GM to limit its express warranties in a manner that would exclude or limit coverage for the defect in the 8L45 and 8L90 transmissions would be unconscionable. GM's warranties were adhesive, and did not permit negotiation, or the inclusion of defects. GM possessed superior knowledge of the defect in its transmissions prior to offering vehicles equipped with the 8L45 or 8L90 transmissions for sale. GM concealed and did not disclose this defect, and GM did not remedy the defect prior to sale (or afterward). Any effort to otherwise limit liability for the defect is null and void.

381. Because GM, through its conduct and exemplified by the TSBs and other bulletins, has covered repairs of the Transmission Defect as if appropriately covered under the Warranty, GM cannot now deny that the Warranty covers the Transmission Defect.

382. Further, because GM has not been able remedy the Transmission Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose and is null and void.

383. New York Plaintiffs and the New York Class members have suffered damages caused by GM's breach of its express warranties and are entitled to recover damages, including but not limited to diminution of value.

COUNT XVIII

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
N.Y. UCC § 2-314.
(By Plaintiff Plafker on Behalf of All New York Purchasers)**

384. New York Plaintiffs and the New York Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

385. GM is and was at all relevant times a merchant with respect to vehicles equipped with the 8L45 and 8L90 transmissions. GM directly sold and marketed vehicles equipped with the 8L45 and 8L90 transmissions to customers through authorized dealers, like those from whom New York Plaintiffs and the New York Class members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. GM knew that the vehicles equipped with 8L45 and 8L90 transmissions would and did pass unchanged from the authorized dealers to New York Plaintiffs and the New York Class members, with no modification to the transmission.

386. A warranty that vehicles equipped with the 8L45 and 8L90 transmissions were in merchantable quality and condition is implied by law pursuant to N.Y. UCC § 2-314.

387. GM impliedly warranted that vehicles equipped with the 8L45 and 8L90 transmissions were of good and merchantable condition and quality – fit and safe for their ordinary intended use, namely providing reliable transportation.

388. Vehicles equipped with the 8L45 and 8L90 transmissions were defective at the time they left the possession of GM. GM knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the 8L45 and 8L90 transmissions, when sold or leased and at all times thereafter, were not in

merchantable condition or quality and were not fit for their ordinary intended purpose.

389. By virtue of the conduct described herein and throughout this Complaint, GM breached the implied warranty of merchantability.

390. New York Plaintiffs and the New York Class members have been damaged as a direct and proximate result of GM's breach of the implied warranty.

391. New York Plaintiffs and the New York Class members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's unconscionable conduct.

392. GM received timely notice regarding the problems from New York Plaintiffs when they brought their vehicles to their authorized dealerships. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

393. New York Plaintiffs and the New York Class members have had sufficient dealings with either GM or its agents (authorized GM dealerships and repair facilities) to establish privity of contract. Notwithstanding this, privity is not required in this case because New York Plaintiffs and the New York Class members are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of vehicles equipped

with the 8L45 and 8L90 transmissions and have no rights under the warranty agreements provided with Subject Vehicles. The warranty agreements were designed for and intended to benefit the ultimate consumers only.

394. As a direct and proximate result of GM's breach of the implied warranty of merchantability, New York Plaintiffs and the New York Class members were caused to suffer economic damage, including paying a price premium for defective vehicles and diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions, as well as the monies spent and to be spent to repair and/or replace their vehicles.

COUNT XIX

VIOLATION OF NY GENERAL BUS. LAW

N.Y. Gen. Bus. Law § 349, *et seq.*

(By Plaintiff Plafker on Behalf of All New York Purchasers)

395. New York Plaintiffs and the New York Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

396. GM's business acts and practices alleged herein constitute deceptive acts or practices under the New York General Business Law, Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349, *et seq.* ("NYGBL").

397. The practices of GM, described throughout this Complaint, violate the NYGBL for, *inter alia*, one or more of the following reasons:

- a. GM engaged in deceptive, unfair and unconscionable commercial practices in failing to reveal material facts and information about the 8L45 and 8L90 transmissions, which did, or tended to, mislead

New York Plaintiffs and the New York Class about facts that could not reasonably be known by the consumers;

- b. GM failed to reveal facts that were material to the transactions in light of representations of fact made in a positive manner;
- c. GM failed to reveal material facts to New York Plaintiffs and the New York Class with the intent that New York Plaintiffs and the New York Class members rely upon the omission;
- d. GM intended that New York Plaintiffs and the other members of the New York Class rely on its omissions, so that New York Plaintiffs and other New York Class members would purchase or lease vehicles equipped with 8L45 or 8L90 transmissions; and
- e. Under all of the circumstances, GM's conduct in employing these unfair and deceptive trade practices was malicious, willful, wanton, and outrageous such as to shock the conscience of the community and warrant punitive damages.

398. GM's actions impact the public interest because New York Plaintiffs and members of the New York Class were injured in exactly the same way as thousands of others purchasing and/or leasing vehicles equipped with 8L45 or 8L90 transmissions as a result of and pursuant to GM's generalized course of deception.

399. Had New York Plaintiffs and other members of the New York Class known of the defective nature of the 8L45 and 8L90 transmissions, they would not have purchased or leased vehicles equipped with these transmissions or would have paid less for them.

400. The foregoing acts, omissions and practices proximately caused New York Plaintiffs and the other members of the New York Class to suffer actual damages in the form of, inter alia, paying a price premium for defective vehicles, diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions, and are entitled to recover such damages, together with all other appropriate damages, attorneys' fees and costs of suit.

COUNT XX

BREACH OF EXPRESS WARRANTY

Tex. Bus. & Com. Code § 2.313

(Brought by Plaintiff Degrand on Behalf of All Texas Purchasers)

401. Plaintiff Degrand ("Texas Plaintiff") and the Texas Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

402. As an express warrantor and manufacturer and merchant, GM had certain obligations under Texas Bus. Comm. Code § 2.313 to conform the 8L45 and 8L90 transmissions to the express warranties.

403. When Texas Plaintiff and the members of the Texas Class purchased and/or leased their vehicles with 8L45 or 8L90 transmissions (either as new vehicles or as used vehicles with remaining warranty coverage), GM expressly

warranted under its Warranty that it would correct any correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.

404. The defect at issue in this litigation was present at the time vehicles equipped with 8L45 or 8L90 transmissions were sold and leased to Texas Plaintiff and members of the Texas Class.

405. GM breached its express warranties (and continues to breach these express warranties) because it did not and has not corrected the defect with the 8L45 and 8L90 transmissions.

406. Pursuant to its express warranties, GM was obligated to correct any defect in the 8L45 or 8L90 transmissions in the vehicles owned or leased by Texas Plaintiff and the Texas Class members.

407. Although GM was obligated to correct the defect with the 8L45 and 8L90 transmissions, none of the purported, attempted fixes to the transmissions are adequate under the terms of the Warranty, as they did not cure the defect.

408. GM and its agent dealers have failed and refused to conform the 8L45 and 8L90 transmissions to the express warranties. GM's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

409. Texas Plaintiff and the members of the Texas Class have performed each and every duty required of them under the terms of the warranties, except as

may have been excused or prevented by the conduct of GM or by operation of law in light of GM's conduct as described throughout this Complaint.

410. GM received timely notice regarding the problems from Texas Plaintiff when he brought his vehicle to his GM dealership. GM also received notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

411. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by GM to limit its express warranties in a manner that would enforce the 5-year/60,000 mile limit would be unconscionable. GM's warranties were adhesive, and did not permit negotiation, or the inclusion of defects. GM possessed superior knowledge of the defect in the 8L45 and 8L90 transmissions prior to offering the vehicles equipped with these transmissions for sale. GM concealed and did not disclose this defect, and GM did not remedy the defect prior to sale (or afterward). Any effort to otherwise limit liability for the defect is null and void.

412. Because GM, through its conduct and exemplified by the TSBs and other bulletins, has covered repairs of the Transmission Defect as if appropriately covered under the Warranty, GM cannot now deny that the Warranty covers the Transmission Defect.

413. Further, because GM has not been able remedy the Transmission Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose and is null and void.

414. Texas Plaintiff and the Texas Class members have suffered damages caused by GM's breach of its express warranties and are entitled to recover damages, including but not limited to a price premium paid on the defective vehicles, and diminution of value.

COUNT XXI

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY Tex. Bus. & Com. Code § 2.314 (Brought by Plaintiff Degrand on Behalf of All Texas Purchasers)

415. Texas Plaintiff and the Texas Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

416. GM is and was at all relevant times a merchant with respect to vehicles equipped with the 8L45 and 8L90 transmissions. GM directly sold and marketed vehicles equipped with the 8L45 and 8L90 transmissions to customers through authorized dealers, like those from whom Texas Plaintiff and the Texas Class members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. GM knew that the vehicles equipped with 8L45 and 8L90 transmissions would and did pass unchanged from the authorized dealers to Texas Plaintiff and the Texas Class members, with no modification to the transmission.

417. A warranty that vehicles equipped with the 8L45 and 8L90 transmissions were in merchantable quality and condition is implied by law pursuant to Texas Bus. & Com. Code § 2.314.

418. GM impliedly warranted that vehicles equipped with 8L45 or 8L90 transmissions were of good and merchantable condition and quality – fit and safe for their ordinary intended use, namely providing reliable transportation.

419. Vehicles equipped with the 8L45 and 8L90 transmissions were defective at the time they left the possession of GM. GM knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the 8L45 and 8L90 transmissions, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.

420. By virtue of the conduct described herein and throughout this Complaint, GM breached the implied warranty of merchantability.

421. Texas Plaintiff and the Texas Class members have been damaged as a direct and proximate result of GM's breach of the implied warranty.

422. Texas Plaintiff and the Texas Class members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of GM or by operation of law in light of GM's unconscionable conduct.

423. GM received timely notice regarding the problems from Texas Plaintiff when he brought his vehicle to his GM dealership. GM also received

notice through complaints made by other consumers. Notwithstanding such notice, GM has failed and refused to offer an effective remedy.

424. Texas Plaintiff and the Texas Class members have had sufficient dealings with either GM or its agents (authorized GM dealerships and repair facilities) to establish privity of contract. Notwithstanding this, privity is not required in this case because Texas Plaintiff and the Texas Class members are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of vehicles equipped with the 8L45 and 8L90 transmissions and have no rights under the warranty agreements provided with Subject Vehicles. The warranty agreements were designed for and intended to benefit the ultimate consumers only.

425. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Texas Plaintiff and the Texas Class members were caused to suffer economic damage, including paying a price premium for defective vehicles and diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions, as well as the monies spent and to be spent to repair and/or replace their vehicles.

COUNT XXII

TEXAS DECEPTIVE TRADE PRACTICES ACT

Tex. Bus. & Com. Code § 17.41 *et seq.*

(Brought by Plaintiff Degrand on Behalf of All Texas Purchasers)

426. Texas Plaintiff and the Texas Class incorporate the allegations set forth above in paragraphs 1 through 172 as if fully set forth herein.

427. GM's business acts and practices alleged herein constitute unfair, unconscionable and/or deceptive methods, acts or practices under the Texas Deceptive Trade Practices Act, Tex. Bus. & Com. Code § 17.41 *et seq.* ("TDTPA").

428. At all relevant times, Texas Plaintiff and all members of the Texas Class were "consumers" within the meaning of the TDTPA.

429. GM's conduct, as set forth herein, occurred in the conduct of "trade or commerce" within the meaning of the TDTPA.

430. The practices of GM, described above, violate the TDTPA for, inter alia, one or more of the following reasons: GM breached express and implied warranties to Texas Plaintiff and the Class, as set forth herein, and is therefore liable to Texas Plaintiff and the Texas Class for damages under the TDTPA. GM's actions also constitute an unconscionable action or course of conduct under the TDTPA.

431. GM's actions impact the public interest because Texas Plaintiff and members of the Texas Class were injured in exactly the same way as thousands of others purchasing and/or leasing the vehicles with 8L45 or 8L90 transmissions as a result of and pursuant to GM's generalized course of deception.

432. Had Texas Plaintiff and other members of the Texas Class known of the defective nature of the 8L45 and 8L90 transmissions, they would not have purchased or leased vehicles equipped with the Engines or would have paid less for them.

433. The foregoing practices proximately caused Texas Plaintiff and the other members of the Texas Class to suffer actual damages in the form of, inter alia, diminution in value of the vehicles equipped with 8L45 or 8L90 transmissions, and are entitled to recover such damages, together with all other appropriate damages, attorneys' fees and costs of suit.

WHEREFORE, Plaintiffs request judgment against the Defendant for themselves and the members of the class as follows:

- A. Certification of the requested Classes pursuant to Fed. R. Civ. P. 23(b)(2) and 23(b)(3);
- B. Restitution of all charges paid by Plaintiffs and the Class;
- C. Disgorgement to Plaintiffs and the Class of all monies wrongfully obtained and retained by Defendant;
- D. Compensatory and actual damages in an amount according to proof at trial;
- E. Statutory damages, penalties, treble damages, as provided by law;
- F. Prejudgment interest commencing on the date of payment of the

charges and continuing through the date of entry of judgment in this action;

G. Costs and fees incurred in connection with this action,
including attorney's fees, expert witness fees, and other costs as provided by law;

H. Equitable Relief;

I. Punitive Damages; and

J. Granting such other relief as the Court deems proper.

Respectfully submitted,

By: /s/ Michael L. Pitt

Michael L. Pitt (P24429)

Beth M. Rivers (P33614)

PITT McGEHEE PALMER AND RIVERS, P.C.

117 W. Fourth Street, Suite 200

Royal Oak, MI 48067

Telephone: (248) 398-9800

Facsimile: (248) 398-9804

mpitt@pittlawpc.com

brivers@pittlawpc.com

Theodore J. Leopold (pro hac vice pending)

COHEN MILSTEIN SELLERS & TOLL PLLC

2925 PGA Boulevard, Suite 200

Palm Beach Gardens, FL 33410

Telephone: (561) 515-1400

Facsimile: (561) 515-1401

tleopold@cohenmilstein.com

Andrew N. Friedman (pro hac vice pending)

Douglas J. McNamara (pro hac vice pending)

Julia A. Horwitz (pro hac vice pending)

COHEN MILSTEIN SELLERS & TOLL PLLC

1100 New York Ave. NW

East Tower, 5th Floor

Washington, DC 20005

Telephone: (202) 408-4600

Facsimile: (202) 408-4699

afriedman@cohenmilstein.com
dmcnamara@cohenmilstein.com
jhorwitz@cohenmilstein.com

Robert Gordon, Esq. (pro hac vice pending)
Steven Calamusa, Esq. (pro hac vice pending)

GORDON & PARTNERS, P.A.

4114 Northlake Blvd.,
Palm Beach Gardens, FL 33410
Telephone: (561) 799-5070
Facsimile: (561) 799-4050

Attorneys for Plaintiffs

Dated: April 10, 2019

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

RICHARD FRANCIS, WESLEY
WON, DENNIS SPEERLY, JOSEPH
SIERCHIO, MICHAEL PLAFKER,
HOWARD YOUNG, and DARRIN
DEGRAND, individually and on
behalf of others similarly situated,

CLASS ACTION

CASE NO.

Plaintiffs,

v.

GENERAL MOTORS, LLC,

Defendant.

JURY TRIAL DEMAND

Plaintiffs hereby request a jury trial for all issues so triable.

Respectfully submitted,

By: /s/ Michael L. Pitt

Michael L. Pitt (P24429)

Beth M. Rivers (P33614)

PITT McGEHEE PALMER AND RIVERS, P.C.

117 W. Fourth Street, Suite 200

Royal Oak, MI 48067

Telephone: (248) 398-9800

Facsimile: (248) 398-9804

mpitt@pittlawpc.com

brivers@pittlawpc.com

Theodore J. Leopold (pro hac vice pending)

COHEN MILSTEIN SELLERS & TOLL PLLC

2925 PGA Boulevard, Suite 200

Palm Beach Gardens, FL 33410

Telephone: (561) 515-1400
Facsimile: (561) 515-1401
tleopold@cohenmilstein.com

Andrew N. Friedman (pro hac vice pending)
Douglas J. McNamara (pro hac vice pending)
Julia A. Horwitz (pro hac vice pending)
COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Ave. NW
East Tower, 5th Floor
Washington, DC 20005
Telephone: (202) 408-4600
Facsimile: (202) 408-4699
afriedman@cohenmilstein.com
dmcnamara@cohenmilstein.com
jhorwitz@cohenmilstein.com

Robert Gordon, Esq. (pro hac vice pending)
Steven Calamusa, Esq. (pro hac vice pending)
GORDON & PARTNERS, P.A.
4114 Northlake Blvd.,
Palm Beach Gardens, FL 33410
Telephone: (561) 799-5070
Facsimile: (561) 799-4050

Attorneys for Plaintiffs

Dated: April 10, 2019